

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**  
**LEASE**  
**THE REGENTS AS LANDLORD**

Lease covers Premises located at:	Martin Luther King Jr. Student Union
Campus for which the space is leased:	University of California Berkeley
Tenant's Name, Address & Telephone Number:	AMAZON PICKUP POINTS, INC. 410 Terry Avenue North Seattle, WA 98109-5210

## LEASE AGREEMENT

This Lease Agreement (this "**Lease**") dated August 28, 2015, is by and between AMAZON PICKUP POINTS, INC. ("**Amazon**") and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California corporation ("**School**").

### RECITALS

A. The Amazon at University of California, Berkeley Store Agreement (the "**Store Agreement**") dated for reference purposes as of August 28, 2015 between the School and Amazon, is being entered into contemporaneously with this Lease. Capitalized terms used but not defined in this Lease shall have the meanings set forth in the Store Agreement.

B. School is the fee owner of the University of California campus located in the County of Alameda, State of California, City of Berkeley (the "**Project**"), which includes among other amenities, approximately 3,725 square feet of certain space located in the area of the Building (defined below) shown on the diagram attached as Exhibit A-1 (the "**Store**"). The building in which the Store is located, which is known as the MLK Jr. Student Union Building, is located at 2475 Bancroft Way, Berkeley, CA, and is referred to herein as the "**Building**".

### Agreement

1. Premises. School, as landlord, hereby leases to Amazon, as tenant, the Store, as well as approximately 1,200 square feet located in the basement area of the Building shown on Exhibit A-2 (the "**Package Sort Area**") (collectively, the "**Premises**") for the Lease Term (defined below).

2. Exclusive Use Areas. Amazon shall also have the non-exclusive right to use, in common with School and other tenants in the Building, any and all of the rights, privileges, easements and appurtenances belonging or in any way pertaining to the Premises, including, but not limited to, the non-exclusive use of, and reasonable access to, any common areas of the Project, the loading dock (the "**Loading Dock**") and employee locker area, each as shown on Exhibit A-2 and the roadways, pathways, "back of house" hallways, corridors, elevators, common entrances, lobbies, stairways and access ways, loading and unloading areas, visitor parking areas, ramps, drive platforms, public restrooms, and common walkways and sidewalks that are necessary or desirable for access to the Loading Dock and/or other campus locations, or access to, or operation of, the Premises (collectively, the "**Access Areas**") for the Lease Term.

3. Term. The term of this Lease (the "**Lease Term**") shall commence on the date (the "**Lease Commencement Date**") that School (a) delivers the Premises to Amazon in the "Delivery Condition" (as defined in Section 8, below), and (b) has provided Amazon with access to, and use of, the Loading Dock, the Access Areas and the common areas of the Building. The parties anticipate the Lease Commencement Date will be September 1, 2015 and they will confirm the Lease Commencement Date in a written notice signed by both parties. The Lease Term shall continue until the Term (as defined in Addendum D to the Store Agreement) expires or is earlier terminated. Notwithstanding the foregoing, (i) if the Lease Commencement Date has not occurred on or before October 15, 2015 (the "**Outside Delivery Date**"), or (ii) if Amazon is unable to open for business in the Store on or before December 31, 2015 (the "**Outside Store**"),

**Launch Date**”) due to no fault of Amazon, including, without limitation, Force Majeure and/or acts of the School, then Amazon shall have the right to terminate the Store Agreement (and thereby also terminate this Lease) upon not less than thirty (30) days’ advance written notice to School. If School is unable to deliver use of the Premises and Access Areas to Amazon in the Delivery Condition (as defined in Section 7, below) prior to the Outside Delivery Date through no fault of School, School shall not be subject to any liability therefore. If Amazon fails to open for business in the Store on or before the date that is one hundred eighty (180) days after the Lease Commencement Date, which number of days shall be increased by one day for each day Amazon is delayed in opening the Store due to Force Majeure events or by the acts or omissions of School, School shall have the right to terminate the Store Agreement (and thereby also terminate this Lease) upon not less than thirty (30) days’ advance written notice to Amazon.

4. **Early Access.** Amazon shall be entitled to access to the Premises and the Access Areas, upon at least twenty-four (24) hours’ prior notice from and after the date of the Store Agreement for the purposes of monitoring School’s construction of School’s Work (defined below).

5. **Royalty/Rent.** Amazon shall pay School as rent for the Premises, the Royalty/Rent specified in the cover page of the Store Agreement during the Lease Term in accordance with Section 2 of Addendum B thereto. School acknowledges and agrees that the Royalty/Rent in the Store Agreement includes payment in full for the use, occupancy and possession of the Premises and the use of the Access Areas, and all related rights, services and utilities reasonable and necessary for the efficient performance of Amazon’s business under the Lease, including, without limitation, heat, hot and cold water, steam, gas, light and electrical current, garbage removal services, sewage disposal services, and pest control, and no additional fees, or rent will be applicable. There will be no additional charge to Amazon for its use of the Access Areas, Loading Dock or Common Areas of the Project. Amazon shall have the right to install facilities required for telecommunications, Internet and/or cable service in the Premises and Access Areas. A summary of the respective service and utility responsibilities of Amazon and School is contained in **Exhibit C**, which by this reference is incorporated herein.

6. **Security Deposit.** None.

7. **Notices.** Notwithstanding anything contained in the Store Agreement to the contrary, all notices or correspondence provided for herein shall be effective only if addressed as follows:

School:

The Regents of the University of California  
Executive Director  
ASUC Student Union  
University of California, Berkeley  
2536 Channing Way  
Berkeley, CA 94720-5110

Amazon:

Amazon Pickup Points, Inc.  
410 Terry Avenue North  
Seattle, WA 98109-5210  
Attn: General Counsel

Amazon Pickup Points, Inc.  
400 9<sup>th</sup> Ave. N.  
Seattle, WA 98109-5210  
Attn: Lease Administrator

With email copies to:

[Naops-propmgmt@amazon.com](mailto:Naops-propmgmt@amazon.com)

[Legal-us-realestate@amazon.com](mailto:Legal-us-realestate@amazon.com)

All notices required or permitted to be given under this Lease shall be in writing and shall be sent by a reputable national overnight courier service, postage prepaid, by United States Postal Service, certified mail, return receipt requested, or by hand delivery addressed to the parties at their addresses below, with copies as set forth below. Either party may by notice given aforesaid change its address for all subsequent notices. Except where otherwise expressly provided to the contrary, notice shall be deemed given upon delivery or when delivery is refused.

8. **Delivery Condition.** School will deliver the Premises to Amazon clean and free of debris (unless Amazon is then in possession of the Premises) (i) with School's Work Substantially Complete (defined below), (ii) with all Building Systems (defined below) in good condition and working order, (iii) with conduit laid from manhole 777 to the Building that will allow Amazon to work with AT&T to use such conduit to run single-mode fiber from the Building to the Premises, and (iv) in compliance with all applicable covenants and restrictions of record, all federal, state or local laws, ordinances and regulations (including the Americans with Disabilities Act of 1990 as amended) and all building codes then in effect (collectively, "**Law(s)**") and at the time of such delivery the Loading Dock, the Building, the Access Areas and common areas of the Project, shall also be complete, in good working order and in compliance with all applicable Laws (all of the foregoing, the "**Delivery Condition**"). "**Substantial Completion**" of the School's Work shall mean the School's Work is completed substantially in conformance with the Plans and Specifications (defined below), including life safety systems, and the Premises are capable of being used for Amazon's Tenant Improvement Work, subject only to School's completion of Punch List Items (defined below), related to School's Work, which Punch List Items shall be completed within thirty (30) days thereafter. "**Punch List Items**" shall mean finishing details, minor details of construction or decoration, mechanical adjustments and similar items of the type customarily found on an architectural punch list that can reasonably be corrected or completed after the date Amazon commences its occupancy of the Premises without causing substantial interference thereto. If the Delivery Condition is not satisfied, then School shall, after receipt of written notice from Amazon setting forth with specificity the nature of the violation,

promptly, at School's sole cost, rectify such violation. Amazon's failure to give such written notice to School within six (6) months after the Lease Commencement Date shall cause the conclusive presumption that Delivery Condition was satisfied. Amazon will not be required to make any alterations, repairs or improvements to the Premises, the Loading Dock, the Building, or any other part of the Project in order to comply with Laws or other governmental requirements, except for non-structural alterations to the Premises required by applicable Laws that first go into effect after the Lease Commencement Date and then only if such alterations are required due to Amazon's particular use of the Premises (as opposed to general use). Except as otherwise provided in this Lease, including, but not limited, in to Section 22 below, Amazon hereby accepts the Premises in the condition existing as of the Lease Commencement Date or the date that Amazon takes possession of the Premises for the operation of its normal business operations therein, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises.

9. Tenant Improvements. Prior to the Lease Commencement Date, School shall construct certain improvements in the Premises in accordance with plans and specifications described as "School's" Work" on Exhibit H ("**Plans and Specifications**"). The School's Work described in the Plans and Specifications must be Substantially Complete, as defined below, no later than September 1, 2015.

9.1 Amazon's Tenant Improvement Work. After the Lease Commencement Date, Amazon shall construct and make such additional improvements and installations in the Premises ("**Amazon's Tenant Improvement Work**") at its sole cost and expense as it may deem necessary or desirable for the conduct of its business operations. Amazon's Tenant Improvement Work shall be performed by Amazon in compliance with all applicable Laws, and in accordance with the portion of the Plans and Specifications described as "Amazon's Tenant Improvement Work" ("**Amazon's Plans and Specifications**"), subject to minor variations (i.e., variations that are not inconsistent with the intent of Amazon's Plans and Specifications) and change orders approved by School in its reasonable discretion. The work described in the preceding sentences and the resulting installations are referred to in this Lease as the "**Tenant Improvements**".

9.2 Notice of Completion. Amazon shall, using a contractor reasonably acceptable to School, use commercially reasonable efforts to Substantially Complete (defined below) Amazon's Tenant Improvement Work within one hundred eighty (180) days after the Lease Commencement Date, which number of days shall be increased by one day for each day Substantial Completion of Amazon's Tenant Improvement Work is delayed by Force Majeure events, including delays in the issuance of required governmental approvals, or by the acts or omissions of School. School hereby agrees to approve and accept, for completion of Amazon's initial Tenant Improvement Work, any contractor who agrees to pay published prevailing wages at the local rates published by the State of California Department of Industrial Relations for labor described in such categories. Amazon may use any contractor to perform the Tenant Improvement Work and School will not withhold consent thereto so long as the contractor is bondable, licensed in the state of California, and capable of performing quality workmanship. Amazon shall promptly upon Final Completion (defined below) of its construction give written notice to School of such Final Completion. Amazon's Tenant Improvement Work will be deemed (i) "**Substantially Complete**" when Amazon's Tenant Improvement Work is complete in accordance with the terms of this Lease, subject only to Amazon's completion of the Punch List Items related to Amazon's

Tenant Improvement Work, and the Premises are capable of being used by Amazon for the “Permitted Uses” (defined below), and (ii) finally complete (“**Finally Complete**” or “**Final Completion**”) when all components of the Tenant Improvements (including both School’s Work and Amazon’s Tenant Improvement Work) are fully completed as required by this Lease (including all Punch List Items) and all required final certificates of occupancy are issued by governmental authorities with jurisdiction, if any.

9.3 Cost of Tenant Improvement Work. Amazon shall provide at its sole cost and expense Amazon’s Tenant Improvement Work. Prior to the date on which Amazon occupies the Premises for the purpose of conducting its normal business operations therein, Amazon shall spend and/or incur at least Three Hundred Fifty Thousand Dollars (\$350,000) in the aggregate on the costs of Amazon’s FF&E and Amazon’s Tenant Improvement Work. “**Amazon’s FF&E**” shall include shelves, wall display systems, retail displays, furnishings, bins, trade fixtures, security system(s), networking cabinet and cabling, synsor fixtures (including ceiling tie-ins to lighting, electrical and overall fire suppression), reception desk (including ties directly in electric and data systems), credenza/back wall (including ties directly into electrical and data systems), displays, and telecommunications lines and other such items.

9.4 Amazon’s Tenant Improvement Warranties. Amazon warrants to School that all materials and equipment furnished by Amazon in Amazon’s Tenant Improvement Work shall be new unless otherwise specified in Amazon’s Plans and Specifications, and that all of Amazon’s Tenant Improvement Work shall be of good and workmanlike quality, free from faults and defects, and in accordance with Amazon’s Plans and Specifications. Any of Amazon’s Tenant Improvement Work not conforming to the above standards shall be considered defective and promptly after receipt of notice from School of such defective work, Amazon shall take the steps necessary to correct the defect or defects identified by School.

## 10. Use.

10.1 The Premises shall be used for storage, staging, sorting, delivery and pickup of items for sale through Amazon’s and its affiliated websites, for display, demonstration, use and sale of certain devices such as Kindle and similar products and devices to School’s students (all of the foregoing, the “**Permitted Uses**”). Amazon will be subject to the PCI compliance requirements discussed in Section 10.12 of the Store Agreement.

10.2 Except as set forth in Section 8 above, Amazon shall, at Amazon’s expense, comply promptly with all applicable statutes, ordinances, rules, regulations, orders, covenants and restrictions of record, and requirements in effect during the Lease Term or any part of the Lease Term, regulating the use by Amazon of the Premises. Amazon shall also comply with the terms of the UCB Lower Sproul Redevelopment Project – MLK Lease Requirements for LEED” attached as Exhibit G regarding the LEED status of the Building. Failure by Amazon to operate or otherwise conduct business in the Premises for a continuous period of fifteen (15) days, excluding holidays, School closures such as the UC Berkeley Energy Curtailment Period (which School represents to occur December 25 through January 1), reasonable closure time for routine repairs and maintenance, renovations, or restoration, relocation, or closures due to casualty or condemnation, shall constitute a material breach hereunder.

10.3 The Store shall be open seven (7) days a week and a minimum of sixty (60) hours per week of operation during the Fall and Spring semesters. During Summer semesters and Winter Holiday Break periods, Amazon may reduce such hours of operation by twenty-five percent (25%), for a minimum of forty-five (45) hours per week. The minimum operating hours set forth in this Section 10.3 are subject to further reduction due to closures and interruptions due to holidays, The UC Berkeley Energy Curtailment Period, routine repairs and maintenance, renovations, or restoration, or closures due to casualty or condemnation. After written notice to, consultation with, and receipt of approval from School, Amazon may modify the hours and days of the operation of the Store based upon trends of student behavior. During the Lease Term, Amazon shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week and non-exclusive but unrestricted access to, and use of, the Access Areas and the Loading Dock, subject only to closure during the UC Berkeley Energy Curtailment Period and School's policies governing the operation and use of the Loading Dock applicable to other users thereof (a copy of which policies is attached as Exhibit J). Each Amazon employee shall be provided with an access card or other means to access the Premises and the Loading Dock at no additional cost to Amazon, and School shall advise its security personnel of Amazon's access rights.

11. Hazardous Materials. School represents and warrants to Amazon that, to the best of its knowledge, there are no Hazardous Materials in the Premises, the Building, or the Loading Dock, including, without limitation, mold or asbestos or any substances identified as hazardous materials under CERCLA or any similar environmental laws in the jurisdiction in which the Project is located. In addition to any other indemnification obligations in this Lease or the Store Agreement, School will indemnify, defend, and hold Amazon harmless from and against any and all losses, claims, demands, actions, fines, suits, damages (including, without limitation, punitive damages), penalties, liabilities, costs and expenses (including, without limitation, remediation, removal, repair, corrective action, or cleanup expenses), and costs (including, without limitation, reasonable attorneys' fees, consultant fees or expert fees) (collectively, "**Claims**") that are brought or recoverable against, or suffered or incurred by Amazon which arise from any Hazardous Materials that are not brought into the Project by Amazon. The obligations under this Section will survive the expiration or earlier termination of this Lease. The term "**Hazardous Materials**" means and includes, but shall not be limited to, (i) any material, substance or waste that is or hereafter shall be listed, regulated or defined by Environmental Requirements (defined below) to be hazardous, acutely hazardous, extremely hazardous, radioactive toxic, or dangerous; (ii) asbestos or asbestos-containing materials; (iii) polychlorinated biphenyls (PCBs); (iv) radon gas; (v) laboratory wastes; (vi) experimental products, including genetically engineered microbes; (vii) crude oil or any fraction thereof, natural gas (liquids, liquefied natural gas or synthetic gas usable for fuel (or mixtures thereof), or other petroleum product; and (viii) medical waste as defined in the Medical Waste Management Act, div. 20, chap. 6.1 of the California Health and Safety Code. The term "**Environmental Requirements**" means all applicable present and future statutes, regulations, ordinances, rules, codes, judgments, orders or other similar enactments of any governmental authority or agency regulating or relating to health, safety, or environmental conditions on, under, or about the Premises or the environment, including, without limitation, the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; and all state and local counterparts thereto, and any regulations or policies promulgated or issued thereunder.

## 12. Maintenance and Repairs.

12.1 General. School will maintain all building systems (including but not limited to all fire sprinklers and other fire and life safety systems, HVAC, mechanical, electrical, plumbing, elevators, water and sewer (the "**Building Systems**")), all structural portions of the Building, all portions of the Building other than the interior of the Premises (including the roof of the Building), the Access Areas, Loading Dock and the common areas of the Building in good condition repair during the Lease Term at no cost to Amazon. Such maintenance obligation shall include, without limitation, all necessary cleaning of walls, windows and electric light fixtures, all necessary scrubbing, mopping and polishing of floors in the Premises, pest control and replacement of light bulbs on School's regular schedule for the Building, at no cost to Amazon. Subject to the School's obligations set forth in this Section 12.1, Amazon will maintain the interior portions of the Premises in good condition and repair during the Lease Term. In managing waste generated in the Premises, Amazon shall comply in all material respects with campus Zero Waste Policies as set forth in Exhibit I. The respective repair and maintenance responsibilities of School and Amazon are contained in Exhibit D, Summary of Repair and Maintenance Responsibilities, attached hereto, which by this reference is incorporated herein. Amazon shall reimburse School for damage to the Building or Premises in excess of normal wear and tear caused by Amazon or its invitees but in no event shall Amazon be liable hereunder for property damage to the Building or Premises in excess of \$1,000,000 per occurrence or \$2,000,000 in aggregate.

12.2 Certain School Work. If School desires to do any work (maintenance, repairs, or otherwise) that would require an interruption of power or any other utility to the Premises or the Loading Dock, cause any interference with, or disruption of, Amazon's normal business operations (including without limitation any excess noise or vibration) or impede access to the Premises or the Loading Dock via use of the Access Areas, the following requirements shall apply in addition to any other requirements in this Lease or the Store Agreement (except in the event of an emergency where necessary to prevent imminent damage to persons or property, in which case the following requirements shall apply only to the extent feasible): (i) unless otherwise agreed in writing by Amazon, School shall give Amazon not less than ten (10) days' advance written notice of any such work planned to occur during the Peak Window (defined below) and if planned to occur outside the Peak Window, not less than two (2) business days' advance written notice, (ii) unless otherwise agreed in writing by Amazon, no such work may occur during the two (2) week period before or the two (2) week period after class start date in any School quarter or during the week of final exams or the week after final exams in any School quarter (collectively, the "**Peak Window**"), (iii) such work shall only occur at times during the day reasonably approved by Amazon (and the parties agree it shall be reasonable for Amazon to require that such work occur outside of Amazon's normal business hours), (iv) any such interruption may not be more than eight (8) hours in length, (v) to the extent entry into the Premises is required, such entry shall be made in accordance with the provisions of Section 20 below and (vi) School shall use its best efforts to minimize the disturbance to Amazon and to protect the Premises and the property therein. No Royalty/Rent shall be payable with respect to any day on which School shall be in breach of the provisions set forth in clause (ii) of this Section 12.

13. Alterations and Additions. After completion of the Tenant Improvements and Amazon's Tenant Improvement Work (to which this Section 13 shall not apply), Amazon shall not make any further alterations, improvements or additions to the Premises without School's



prior written consent, which shall not be unreasonably withheld, conditioned or delayed and will be provided (or refused) within twenty (20) days after Amazon's submission of its request for consent to such alterations, improvements or additions (together with its plans and specifications therefor if reasonably requested by School), and if not timely provided or refused, School shall be deemed to have given its consent. Amazon shall make no change or alteration to the exterior of the Building without School's prior written consent. Amazon may propose alterations to the aesthetics, look and feel of Amazon's FF&E and interior improvements at the Store, but no such alterations may be made without School's prior written consent, which will not be unreasonably withheld or delayed. All alterations, improvements and additions performed by Amazon will be performed in compliance with all Laws and with University's reasonable construction rules and regulations for the Building and applicable to other users. Should Amazon make any alterations, improvements or additions in breach of the provisions of this Section 13, School may require Amazon to remove any or all of the same.

14. Signage. Amazon shall not affix any sign upon the exterior of the Building without School's prior written consent. Without School's consent or approval, Amazon, at Amazon's sole cost and expense, shall have the right to install on the signage depicted on Exhibit K.

15. Indemnity.

15.1 School Indemnity. In addition to any other indemnification obligations of School contained in the Store Agreement (which indemnity provisions are incorporated herein by this reference), School will indemnify, defend and hold harmless Amazon and its Affiliates and their agents, servants, directors, officers and employees, from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys' fees) (collectively, "Claims") resulting from actual or threatened claims by third parties occasioned by (i) injuries to any person or damage to, or theft or loss of, property occurring in or about the Premises or Building, or the Access Areas in proportion to and to the extent caused or alleged to be caused by the negligence or willful misconduct of School or its officers, agents, or employees, or (ii) School's violation of any term or condition of this Lease.

15.2 Amazon Indemnity. In addition to any other indemnification obligations of Amazon contained in the Store Agreement (which indemnity provisions are incorporated herein by this reference), Amazon will indemnify, defend and hold harmless School from and against any and all Claims resulting from actual or threatened claims by third parties occasioned by (i) injuries to any person or damage to, or theft or loss of, property occurring in or about the Premises or Building, or the Access Areas in proportion to and to the extent caused or alleged to be caused by Amazon or its officers, agents, or employees or (ii) Amazon's violation of any term or condition of this Lease.

15.3 Indemnification Limitation and Procedures. Each party's indemnification obligations under this Lease shall be subject to the limitations and procedures set forth in Section 5.3 and 5.4 of the Store Agreement.

16. Insurance Requirements.

16.1 General. During the Lease Term School and Amazon shall each obtain and keep in force and maintain the insurance required to be maintained by each of them pursuant to Section 6 of Addendum D to the Store Agreement, the terms of which are by this reference incorporated herein and shall apply to the insurance required pursuant to this Section 16.1. In addition, during the Lease Term (a) Amazon shall obtain, keep in force and maintain all risk (or "special form") property insurance covering the full replacement cost of Amazon's equipment, trade fixtures, inventory, fixtures and other personal property located on or in the Premises, including the Tenant Improvements and any subsequent alterations, improvements or additions to the Premises made by Amazon and leasehold improvements hereinafter constructed or installed, and (b) School shall obtain, keep in force and maintain all risk (or "special form") property insurance in an amount equal to one hundred percent (100%) of the full replacement value of the Building (excluding land and the footings, foundations and installations below basement level) and the costs of demolition and debris removal. The coverage required herein shall not limit the liability of the Parties.

16.2 Waiver of Subrogation. Amazon hereby waives any right of recovery against School due to loss of or damage to the property of Amazon when such loss of or damage to property arises out of an act of God or any of the property perils included in the classification of fire or extended perils ("all risk" as such term is used in the insurance industry) whether or not such perils have been insured, self-insured or non-insured. Notwithstanding any other provision of this Lease, Amazon will not be liable to School or to any insurance company (by way of subrogation or otherwise) for any loss of, or damage to, any of School's property located within the Premises, Building or Project, which loss or damage with a value in excess of \$1,000,000 per occurrence and \$2,000,000 general aggregate that arises from the perils that could be insured against under the ISO Causes of Loss-Special Form Coverage, including deductibles (whether or not the party suffering the loss or damage actually carries such insurance, recovers under such insurance, or self insures the loss or damage). Said waiver shall be in addition to, and not in limitation or derogation of, any other waiver or release contained in this Lease with respect to any loss of, or damage to, property of the parties hereto. This waiver applies whether or not the loss is due to the negligent acts or omissions of Amazon, or its respective officers, directors, employees, agents, contractors, or invitees.

16.3 School Exculpation. Subject to School's indemnification obligations and except to the extent caused by the negligence or willful misconduct of School, Amazon hereby agrees that School shall not be liable for injury to Amazon's business or any loss of income therefrom or for damage to the goods, wares, merchandise or other property of Amazon, Amazon's employees, invitees, customers, or any other person in or about the Premises, nor shall School be liable for injury to the person of Amazon, Amazon's employees, agents or contractors, as a result of any condition of the Premises or the Building, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning or lighting fixtures, or from any other cause in or about the Premises, whether the said damage or injury results from conditions arising in the Premises or in other portions of the Building, or from other sources or places and regardless of whether the cause of such damage or injury or the means of repairing

the same is inaccessible to Amazon. School shall not be liable to Amazon for any damages to the extent arising from any act or neglect of any other tenant, if any, of the Building.

17. Damage or Destruction.

17.1 Definitions.

(a) **“Premises Partial Damage”** shall mean damage or destruction to the Premises to the extent that the cost of repair is less than ten percent (10%) of the then replacement cost of the Premises. **“Premises Building Partial Damage”** shall herein mean damage or destruction to the Building, including the Access Areas therein and the Loading Dock, to the extent that the cost of repair is less than ten percent (10%) of the then replacement cost of the Building as a whole.

(b) **“Premises Total Destruction”** shall herein mean damage or destruction to the Premises to the extent that the cost of repair is ten percent (10%) or more of the then replacement cost of the Premises. **“Premises Building Total Destruction”** shall herein mean damage or destruction to the Building, including the Access Areas therein and the Loading Dock to the extent that the cost of repair is ten percent (10%) or more of the then replacement cost of the Building as a whole.

(c) **“Insured Loss”** shall herein mean damage or destruction which was caused by an event required to be covered by insurance carried by School or insurance required to be carried by School under this Lease or the Store Agreement.

17.2 Within ten (10) days of the occurrence of an Insured Loss that falls into the classification of Premises Partial Damage or Premises Building Partial Damage, School shall notify Amazon of the estimated time to repair the damage (the **“Repair Notice”**). School acknowledges that the Premises, the Loading Dock and the Access Areas are all critical to Amazon’s operations, and agrees that Amazon shall have the right to terminate the Store Agreement by giving written notice to School within thirty (30) days after Amazon’s receipt of the Repair Notice if any of the Premises, the Loading Dock or the Access Areas are damaged or destroyed to such an extent that it cannot reasonably be restored within one hundred eighty (180) days after the casualty. If the Store Agreement is not so terminated, School shall restore the Premises, the Loading Dock and/or the Access Areas, as applicable (but not Amazon’s fixtures, equipment or Tenant Improvements unless the same have become part of the Premises), to the condition that existed prior to any damage caused by casualty to the extent that such damage is covered by insurance carried or required to be carried by School under this Lease or the Store Agreement. School’s commitments in the Repair Notice to repair times shall be deemed material covenants. All construction and/or repairs shall be made in a manner consistent with and in accordance with all applicable Laws. Such damage shall be repaired with the architecture and in the quality consistent with conditions existing prior to the casualty and with facilities and amenities comparable to such structure being replaced. If the damage has not been repaired within one hundred eighty (180) days after the date of the casualty for any reason, including Force Majeure, then Amazon may terminate the Store Agreement (and thereby also terminate this Lease), on and not less than three (3) days’ advance written notice to School. If the damage is not an Insured Loss, School may, at School’s option terminate the Store Agreement (and thereby also terminate

this Lease), by giving written notice to Amazon within thirty (30) days after the date of the occurrence of such damage.

17.3 Notwithstanding anything contained in this Section 17 to the contrary, if at any time during the Lease Term there is damage, whether or not an Insured Loss (including destruction required by any authorized public authority), that falls into the classification of Premises Total Destruction or Premises Building Total Destruction, the Store Agreement shall automatically terminate (thereby also terminating this Lease), as of the date of such total destruction.

17.4 During any period in which any portion of the Premises, the Loading Dock or the Access Areas are not usable for Amazon's normal business operations due to casualty damage or the repair of casualty damage, or otherwise, the Royalty/Rent shall be abated as calculated pursuant to Addendum B, Section 2.2 of the Store Agreement. Except for abatement of Royalty/Rent, if any, Amazon shall have no claim against School for any damage suffered by reason of any such damage, destruction, repair or restoration described in this Section 17.

17.5 Amazon hereby waives the provisions of any statutes that relate to termination of leases when the leased property is destroyed and agrees that such event shall be governed by the terms of this Lease.

18. Taxes. School specifically calls to Amazon's attention the fact that under California law (California Revenue and Taxation Code, Sections 107 and 107.6), this Lease may create a possessory interest subject to property taxation and that Amazon may be subject to property tax levied on such interest. Amazon alone shall pay such tax. Amazon shall pay prior to delinquency all taxes assessed against and levied upon trade fixtures, furnishings, equipment and all other personal property of Amazon contained in the Premises or elsewhere. Amazon shall use commercially reasonable efforts to cause said trade fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of School.

19. Condemnation. If the Premises or any portion thereof are taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "Condemnation"), this Lease shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. School shall notify Amazon within ten (10) days of its knowledge of any proposed Condemnation of any of the Building or any portion thereof or of any other portion of the Project. Notwithstanding the foregoing, if, during the Lease Term, (i) more than thirty percent (30%) of the Project, (ii) more than fifteen percent (15%) of the Store or (iii) any portion of the Package Sort Area, the Loading Dock or any of the Access Areas is taken (unless School provides a replacement satisfactory to Amazon), by Condemnation, Amazon shall have the right to terminate the Store Agreement (and thereby this Lease) effective as of the date of such taking by the condemning authority. Any award for the taking of all or any part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of School, whether such award shall be made as compensation for diminution in value of the leasehold or for the taking of the fee, or as severance damages; provided, however, that Amazon shall be entitled to any award for loss of or damage to Amazon's trade fixtures and removable personal property, alterations, improvements and additions to the Premises paid for by Amazon and Amazon's

moving costs. In the event that this Lease is not terminated by reason of such condemnation, School shall to the extent of severance damages received by School in connection with such condemnation, repair any damage to the Premises caused by such Condemnation.

20. School's Access: Personal Property. Subject to compliance with the provisions of Section 12.2 above, if applicable, School reserves the right to enter into and upon the Premises on not less than two (2) business days' advance written notice (except in an emergency where it is necessary to prevent imminent damage to persons or property, when School will provide notice that is reasonable under the circumstances) to inspect the Premises, perform any maintenance, make any repairs or provide any service that may be required or permitted pursuant to this Lease; provided, however, that unless otherwise agreed in writing by Amazon or in case of an emergency where necessary to prevent imminent damage to persons or property, during the Peak Window School shall give Amazon not less than ten (10) days' advance written notice of such entry and School shall not enter the Premises without the advance written consent of Amazon. Except in case of such an emergency where necessary to prevent imminent damage to persons or property (i) School, School's representatives and any other party may enter the Premises only when accompanied by a representative of Amazon and (ii) any entry to the Premises will be subject to Amazon's security programs, procedures and confidentiality requirements. In all cases School shall use its best efforts to minimize disturbance of Amazon (including entry only after Amazon's business hours) and protect the Premises and the property therein. In no event (including a default under this Lease) shall School have any lien or other security interest in any of Amazon's FF&E or other personal property located in the Premises, the Loading Dock, or elsewhere, and School hereby expressly waives and releases any lien or other security interest however created or arising.

21. Conflicts. To the extent there is a conflict between the provisions of this Lease and any provision of the Store Agreement, this Lease shall govern as to the rights, obligations and liabilities of the Parties that are specific to the Premises, the Loading Dock, the Access Areas and Amazon's use of any common areas of the Project.

22. Representations and Warranties. Each Party represents and warrants that it has dealt with no broker, agent or other person in connection with this transaction and that no broker, agent or other person brought about this transaction, and each Party agrees to indemnify and hold the other harmless from and against any claims by any broker, agent or other person claiming a commission or other form of compensation by virtue of having dealt with the other Party with regard to this transaction. School represents and warrants that as of the date of this Lease (a) School has obtained all necessary third party authorizations and covenants required for this Lease to be effective, (b) there are no zoning, title or other restrictions that in any way prohibit or will limit Amazon's use of the Premises for the uses permitted by this Lease and (c) School owns the Building and the Project in fee simple.

23. Relocation. School will not have the right to relocate the Premises, the Loading Dock or the Access Areas without the advance written consent of Amazon (which it may withhold in its sole discretion), and then only to a comparable space or area acceptable to Amazon in its sole discretion and at School's sole cost and expense.

24. Anti-corruption. School acknowledges that Amazon's Code of Business Conduct and Ethics posted at <http://phx.corporate-ir.net/phoenix.zhtml?c=97664&p=irol-govConduct> (the

“Code”) prohibits the paying of bribes to anyone for any reason, whether in dealings with governments or the private sector. School represents and warrants that neither it nor any employee, agent or other person acting on its behalf will: undertake, cause, or permit any act that would violate any applicable anti-corruption law, including, but not limited to, the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act; or make, cause, or permit any offer, promise, or payment of money or any other thing of value to any third party, directly or indirectly, to improperly influence the actions of any person, or to obtain any improper advantage in favor of Amazon in connection with any services provided by School under this Lease or the Store Agreement. School shall report promptly to Amazon all pertinent facts relating to any improper solicitation, demand or other request for a bribe, improper gift or anything of value, made by any party in connection with any activities performed by the School pursuant to this Lease or the Store Agreement. School shall fully assist and cooperate with any investigation of actual or suspected breach of this Section 24. Amazon may immediately terminate or suspend performance under the Store Agreement if School breaches this Section 24 and any such termination shall be deemed to be under Section 1.4 of Addendum D to the Store Agreement.

25. Surrender of Premises. Upon expiration of the Lease Term, Amazon shall surrender the Premises to School in similar condition as on the completion of the Tenant Improvements and Amazon’s Tenant Improvement Work, except for normal wear and tear, casualty or condemnation damage, any repairs or maintenance that are not expressly made Amazon’s responsibility under this Lease, and any other alterations, improvements or additions. All of Amazon’s personal property, and all furnishings, movable trade fixtures and equipment that are not permanently attached to the Premises, are deemed the property of Amazon, and, upon such expiration or earlier termination of this Lease, Amazon shall have the right to remove them so long as such removal and repair of any damage caused thereby is completed within a reasonable time following expiration or earlier termination of this Lease. School hereby waives any statutory, common law, or other lien on such property. In no event shall Amazon be required to remove any Tenant Improvements, any of Amazon’s Tenant Improvement Work, or any other alterations, improvements or additions to the Premises, all of which shall become the property of School and remain upon and be surrendered with the Premises at the expiration of the Lease Term.

26. Assignment.

26.1 Amazon Transfers. Amazon shall not voluntarily or by operation of law assign or otherwise transfer or encumber all or any part of Amazon’s interest in this Lease or in the Premises, without School’s prior written consent, which School shall not unreasonably withhold, condition or delay. Amazon agrees that it is reasonable for School to require that any potential assignee shall have student store experience and a reputation that in School’s reasonable opinion is strong enough to take over the operation of the Store. School shall respond to Amazon’s request for consent hereunder within ten (10) days and any attempted assignment or transfer without such consent shall be void, and shall constitute a breach of this Lease. Notwithstanding the foregoing, Amazon may assign or otherwise transfer this Lease to the assignee or transferee of the Store Agreement made in accordance with the provisions of Section 10.4 of Addendum D to the Store Agreement without School’s consent or approval. Upon any assignment, Amazon shall automatically be released from all obligations under this Lease from and after the date of the assignment.

26.2 School Transfers. School shall not voluntarily or by operation of law assign, or otherwise transfer this Lease or any of its rights or obligations under this Lease, without the prior written approval of Amazon. Notwithstanding the foregoing, School may assign or otherwise transfer this Lease to the assignee or transferee of the Store Agreement made in accordance with the provisions of Section 10.4 of Addendum D to the Store Agreement without Amazon's consent or approval.

27. Amazon Default. Notwithstanding anything in this Lease or the Store Agreement to the contrary, Amazon will not be in default for purposes of this Lease unless Amazon has been given written notice and fails to: (a) pay any amount due under this Lease within ten (10) days after written notice that such amount is past due, or (b) cure any other default within thirty (30) days after written notice of such default; provided that where any such default cannot reasonably be cured within a thirty (30) day period, Amazon will not be in default if Amazon commences to cure the failure within the thirty (30) day period, and thereafter diligently pursues all reasonable efforts to complete the work necessary to cure the failure. Subject to any contrary provision contained in the Store Agreement, in the event of a default hereunder by Amazon, School may pursue any remedy now or hereafter available to it under the laws or judicial decisions of the State of California; provided, however, that in no event shall School be entitled to terminate this Lease except as provided in, and in accordance with the terms and conditions of, the Store Agreement. In the event that Landlord serves Amazon with a Notice to Pay Rent or Quit pursuant to applicable Unlawful Detainer statutes, the statutory time periods thereunder shall run concurrent with the notice required by this Section 27.

28. Self-Help. If Amazon notifies School that School's failure to perform its obligations under this Lease is causing material interference with Amazon's operations at the Premises or the Loading Dock, School shall respond to Amazon within twenty-four (24) hours with a written statement of School's plan to address such failure, including the estimated time to do so, shall commence implementation of such plan as soon as possible (but in any event within forty-eight (48) hours after Amazon's notice), and shall diligently pursue such plan to completion. If School fails to timely take any of such actions required to be taken by it, then in addition to pursuing any other remedies available under this Lease, at law or in equity, Amazon shall have the right to take any action that is commercially reasonable under the circumstances, including, without limitation, performance of any of School's repair and maintenance obligations that it failed to perform, and if School fails to reimburse Amazon for the reasonable costs, fees and expenses incurred by Amazon in taking such action within thirty (30) days after written demand therefor, accompanied by supporting evidence of the expenses incurred by Amazon, then in addition to any other remedies available under this Lease, at law or in equity, Amazon shall have the right to (i) deduct such amount from the Royalty/Rent or (ii) bring an action for damages against School to recover such amounts and reasonable attorneys' fees.

29. Security. In order to secure property located at the Premises, Amazon will cooperate with School to provide Premises security, theft protection, and emergency procedures in case of fire or other casualty. Amazon will create and maintain a Premises security plan (which, in Amazon's sole discretion, may include procuring its own security guards) reasonably acceptable to School for Back-to-School season and other special campus events. School shall provide Amazon's personnel with the security clearances, keys and badges necessary for such person to operate the Premises. Amazon acknowledges that the Royalty/Rent does not include

the cost of private guard service or security measures other than the School of California Police Department and that School shall have no obligation whatsoever to provide private security services. Amazon shall have the right to provide supplementary security for the Premises including, but not limited to, hiring its own security guards, installing additional security devices and establishing its own security policies and procedures.

30. Approvals. Except as otherwise expressly provided in this Lease, whenever this Lease requires an approval, consent, designation, determination or judgment by either School or Amazon, such approval, consent, designation, determination or judgment shall not be unreasonably withheld, conditioned or delayed.

31. Severability. The invalidity of any provision of this Lease as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

32. Time of Essence. Time is of the essence.

33. Additional Rent. Any monetary obligations of Amazon to School under the terms of this Lease shall be deemed to be rent.

34. Incorporation of Prior Agreements; Amendments. This Lease, together with the Store Agreement, contains all agreements of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Lease may be modified in writing only, signed by the parties in interest at the time of the modification. Except as otherwise stated in this Lease or in the Store Agreement, Amazon hereby acknowledges that neither the School or any employees or agents of the School have made any oral or written warranties or representations to Amazon relative to the condition or use by Amazon of said Premises. To the extent this Lease conflicts with the terms of the Store Agreement, the terms of this Lease shall control with regard to any subject matter covered under this Lease.

35. Waivers. No waiver by a Party hereto of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by a Party of the same or any other provision. A Party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of such Party's consent to or approval of any subsequent act by the other Party. The acceptance of Royalty/Rent by School shall not be a waiver of any preceding breach by Amazon of any provision hereof, other than the failure of Amazon to pay the particular Royalty/Rent so accepted, regardless of School knowledge of such preceding breach at the time.

36. Holding Over. If Amazon, with School's consent, remains in possession of the Premises or any part thereof after the expiration of the Lease Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Lease pertaining to the obligations of Amazon.

37. Cumulative Remedies. Subject to the provisions of Section 27 above, no remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

38. Binding Effect; Choice of Law. Subject to any provisions hereof and in the Store Agreement restricting assignment or subletting by Amazon, this Lease shall bind the parties, their



personal representatives, successors and assigns. This Lease shall be governed by the laws of the State of California.

39. Subordination. School represents and warrants that as of the date of this Lease none of the Building, the Project or the Premises is subject to any ground lease, mortgage, deed of trust or other encumbrance. To the extent that in the future the Project, Building and/or Premises becomes subject to a ground lease, mortgage or deed of trust or other encumbrance, Amazon shall not be required to subordinate its interest in the Premises unless School obtains for Amazon a non-disturbance agreement in a form acceptable to Amazon.

40. Attorneys' Fees. If either Party brings an action to enforce the terms of this Lease or declare rights hereunder, the prevailing Party in any such action, on trial or appeal, shall be entitled to reasonable attorneys' fees to be paid by the losing Party as fixed by the court.

41. Merger. The voluntary or other surrender of this Lease by Amazon, or a mutual cancellation thereof, or a termination by School, shall not work a merger, and shall, at the option of School, terminate all or any existing subtenancies or may, at the option of School, operate as an assignment to School of any or all of such subtenancies.

42. Quiet Possession. Upon Amazon's payment of the Royalty/Rent (except as otherwise set forth in the Store Agreement) and performing and observing the agreements on its part to be performed and observed under this Lease, Amazon shall have quiet possession of the Premises during the Lease Term.

43. Multiple Tenant Building. Amazon agrees that it will abide by, keep and observe all reasonable rules and regulations, as designated in Exhibit E which School may make from time to time for the management, safety, care, and cleanliness of the Building and ground, the parking of vehicles and the preservation of good order therein as well as for the convenience of other occupants and tenants of the Building.

44. Easements. School reserves to itself the right, from time to time, to grant such easements, rights and dedications that School deems necessary or desirable, and to cause the recordation of Parcel Maps and restrictions, so long as such easements, rights, dedications, Maps and restrictions do not unreasonably interfere with the use of the Premises, the Loading Dock or the Access Areas by Amazon. Amazon shall sign any of the aforementioned documents upon request of School.

45. Performance Under Protest. If a dispute shall arise hereunder as to any amount to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted may make payment "under protest", and said Party may institute suit for recovery of such sum and may recover any portion of an amount paid under protest to which it is legally entitled.

46. Authority. If Amazon is a corporation, trust or partnership, Amazon shall, upon School's written request made within thirty (30) days after execution of this Lease, deliver to School evidence of such authority reasonably satisfactory to School.

47. Confidentiality. The terms of this Lease and all confidential information exchanged in connection with this Lease will be considered "Confidential Information" under the terms of the Mutual Nondisclosure Agreement by and between the Parties (or their Affiliates) attached as Addendum F to the Store Agreement, subject to the requirements of the California Public Records Act. School will inform Amazon of any Public Records Act requests related to this Lease or to any Confidential Information exchanged in connection with this Lease and allow Amazon the right to request exemption or redaction based on assertions of confidentiality or proprietary information to the extent permitted by applicable Law. Amazon agrees to reimburse School for all reasonable legal expenses (including costs and attorneys' fees) incurred by School relating to or arising from Amazon's request or attempt to exempt, redact or otherwise object to the disclosure of information arising from a Public Records Act request (or similar request) that seeks information relating to this Lease.

48. Limitation of Liability. EXCEPT TO THE EXTENT ARISING OUT OF ANY BREACH OF SECTION 47 (CONFIDENTIALITY) AND ANY CLAIMS FOR WHICH A PARTY IS ENTITLED TO INDEMNIFICATION UNDER THIS LEASE, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING FROM OR IN RELATION TO THIS LEASE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 48 SHALL GOVERN THE PARTIES' LIABILITY WITH RESPECT TO THIS LEASE ONLY.

49. Emissions: Storage, Use and Disposal of Matter.

49.1 Compliance and Response. During the Lease Term:

(a) Except for Hazardous Material contained in products used by Amazon in limited quantities for ordinary cleaning, for office purposes and other products and materials commonly used for the Permitted Uses (all of which shall be handled by Amazon in compliance with all Environmental Requirements), Amazon shall not permit or cause its agents, employees, contractors, subtenants or invitees to bring any Hazardous Material upon the Premises or transport, store, use, generate, manufacture or release any Hazardous Material in or about the Premises without School's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Amazon, at its sole cost and expense, shall operate its business in the Premises in compliance with all Environmental Requirements and shall remediate in a manner required by Environmental Requirements any Hazardous Materials brought onto or released on the Premises by Amazon, its agents, employees, contractors, subtenants or invitees in violation of Environmental Requirements. In its discretion but subject to the provisions of Section 20 above, School may, but shall not be required to, enter the Premises personally or through its agents, consultants or contractors and perform all or any part of the remediation activity or remedial action required by Environmental Requirements that it feels is reasonably necessary to comply with the terms of this Lease, and shall be reimbursed for its reasonable out-of-pocket costs thereof.

(b) Amazon will promptly notify School of Amazon's receipt of any written notice, request, demand, inquiry or order, whether oral or written, from any government

agency or any other individual or entity relating in any way to the presence or possible presence of any Hazardous Material on, in, under or near the Premises or Amazon's compliance with, or failure to comply with, Environmental Requirements. Receipt of such notice shall not be deemed to create any obligation on the part of School to defend or otherwise respond to any such notification.

(c) Promptly upon discovery thereof, Amazon will notify School of the discovery of any release, discharge, or emission of any Hazardous Material on, in or under the Premises.

49.2 Other Emissions. Amazon shall not:

(a) Knowingly permit any vehicle owned by it or any of its contractors, subtenants or invitees to emit exhaust in the Access Areas in violation of any Environmental Requirements;

(b) Create, or knowingly permit to be created, any sound pressure level which will interfere with the quiet enjoyment of any real property adjacent to the Premises, or which will create a nuisance or violate any Applicable Law;

(c) Knowingly transmit, receive, or knowingly permit to be transmitted or received, any electromagnetic, microwave or other radiation which is harmful or hazardous to any person or property in, on or about the Premises, or which interferes with the operation of any electrical, electronic, telephonic or other equipment wherever located, whether on the Premises or anywhere else;

(d) Create, or knowingly permit to be created, any vibration that is discernible outside the Premises; or

(e) Produce, or permit to be produced, any intense glare, light or heat which exceeds that of a typical electronic retail tenant and which will interfere with the quiet enjoyment of adjacent tenants or which will create a nuisance or violate any Applicable Law.

49.3 Hazardous Material Indemnification. Amazon shall pay for all costs associated with, and defend (with attorneys reasonably satisfactory to School), indemnify and hold harmless School from, third-party claims, damages, expenses, encumbrances, fees, fines, penalties or costs (including, but not limited to, legal fees; the costs of notice to any other person; the costs of environmental or technical risk assessment; any cleanup or remedial costs; the costs of any monitoring, sampling or analysis) that are brought or recovered against, or suffered or incurred by School as a result of any release of Hazardous Materials which Amazon is obligated to remediate as provided in Section 49.1(a) above or any other breach of the requirements of Section 49.1 above by Amazon. This obligation shall not apply, if and to the extent that such claims, damages, expenses, encumbrances, fees, fines, penalties, or costs arose out of conditions existing on the Premises prior to the commencement of Amazon's first possession of the Premises or conditions created on the Premises after Amazon has quit the Premises. Nothing in this Section 49.3 or Section 49.1 above shall be interpreted as imposing any liability on Amazon for any consequential damages, including any lost sales, rent or profits of the School.

49.4 Survival. The duties set forth in this Section 49 shall survive the termination of this Lease.

49.5 Disposal of Other Matter. Amazon shall not keep any trash, garbage, waste or other refuse on the Premises except in containers designated for such purpose. Amazon shall keep all such containers in a clean and sanitary condition.

50. Exhibits. Attached hereto are Exhibits which constitutes a part of this Lease.

The parties hereto have executed this Lease as of the date first above written.

**THE REGENTS OF THE UNIVERSITY OF  
CALIFORNIA**

By: DocuSigned by:  
Harry LeGrande  
B83AFE51100444D...

**Name:** Harry LeGrande

**Title:** Vice Chancellor of Student Affairs

**AMAZON PICKUP POINTS, INC.**

By: DocuSigned by:  
Ripley MacDonald  
FBFB56C4182E470

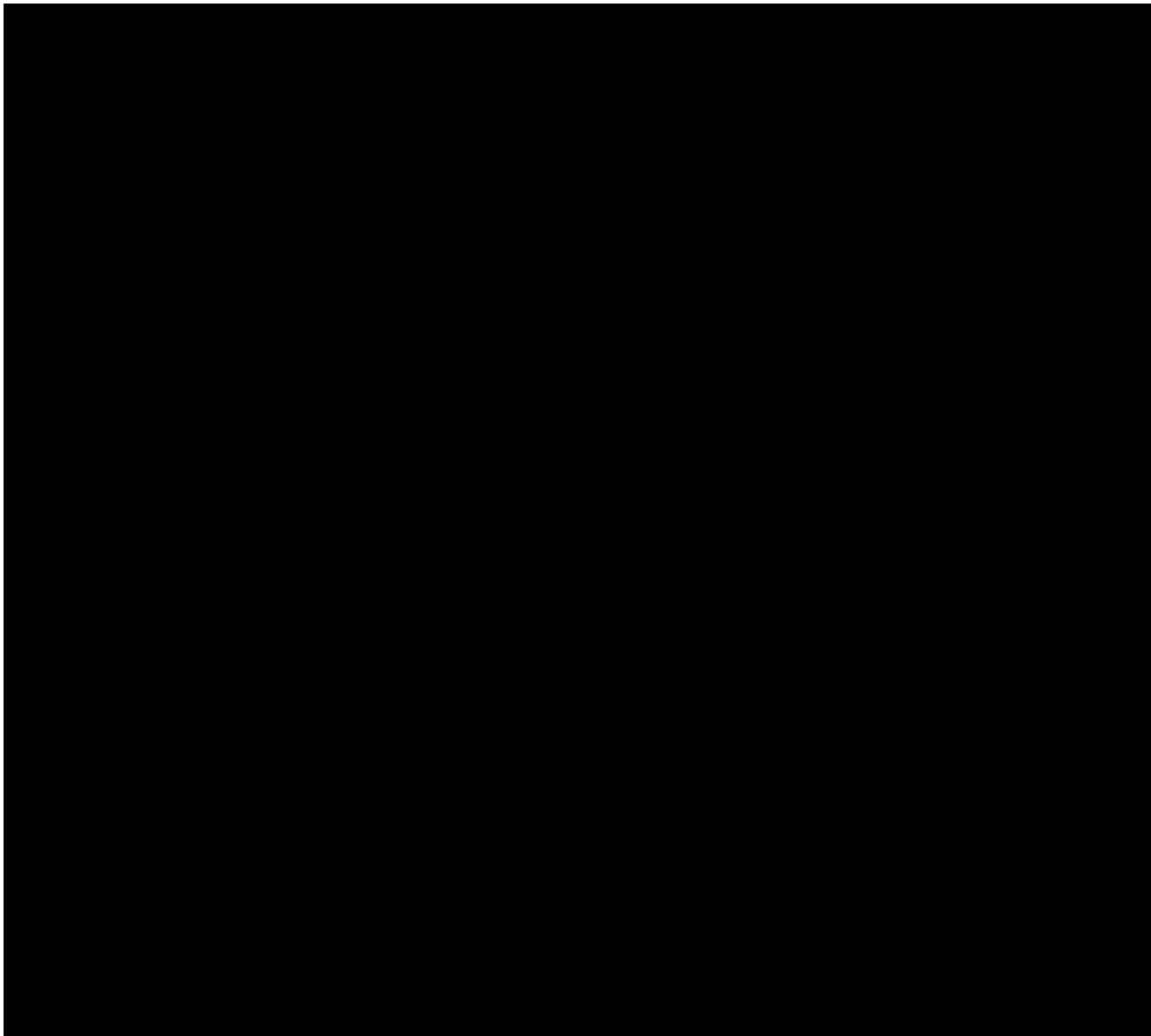
**Name:** Ripley MacDonald

**Title:** Director, Student Programs

**Date:** September 4, 2015

**EXHIBIT A-1**

**DIAGRAM OF PREMISES**



**EXHIBIT A-2**

**LOCATION OF THE PACKAGE SORT AREA AND LOADING DOCK**

(See attached 4 pages)

**EXHIBIT B**

**CONFIRMATION OF LEASE TERM**

This Confirmation of Lease Term is entered into as of \_\_\_\_\_, 20\_\_ between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA ("School"), and AMAZON PICKUP POINTS, INC. ("Amazon").

WHEREAS, School and Amazon entered into that certain Lease dated \_\_\_\_\_ for the premises located at \_\_\_\_\_ (the "Lease").

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties hereto agree as follows:

1. **Lease Term.** School and Amazon agree that the Lease Term as defined in the Lease commences on \_\_\_\_\_ (Lease Commencement Date).
2. **Royalty/Rent.** School and Amazon agree that the Royalty/Rent as defined in the Lease commenced on \_\_\_\_\_, 2015.

The parties have caused this Confirmation of Lease Term to be executed as of the date first set forth above.

**AMAZON PICKUP POINTS, INC.**

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA**

**AMAZON:**

**UNIVERSITY:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT C****SUMMARY OF SERVICES AND UTILITIES**

The following is a summary of service and utility responsibilities of School and Amazon:

	N O T  A P P L I C A B L E	U N I V E R S I T Y	A M A Z O N	F R E Q U E N C Y
Paper Supplies, dispensers and waste containers (premises & restrooms)	X			
Light bulbs & fluorescent light tubes and starters		X		
Ballasts and transformers for fluorescent lights, light switches and electrical outlets		X		
Heating and air conditioning control switches		X		
Janitorial service for interior of premises (dust, waste removal, vacuum, mop, cleaning)*		X	X	
Janitorial service for exterior of premises and common areas		X		
Flooring*		X	X	
Gas	X			
Electric		X		
Water		X		
Window washing – interior*		X	X	
Landscaping and gardening	X			
Drapes, blinds, window shades	X			
Kitchen appliances	X			
Refuse, rubbish & garbage disposal*		X	X	
Pest control		X		
Internet			X	
Cable			X	



**\* School will provide the standard services that is provided to all other tenants in the Building. Amazon may, but is not required to, perform any service in addition to School's obligations if Amazon elects to do so in its sole and absolute discretion.**

**EXHIBIT D****SUMMARY OF REPAIR AND MAINTENANCE RESPONSIBILITIES**

The following is a summary of repairs and maintenance responsibilities of School and Amazon:

	School	Amazon	Not Applicable
Foundations	X		
Exterior & Bearing Walls	X		
Roof	X		
Electrical Systems	X		
Lighting Systems	X		
Plumbing Systems	X		
Heating Systems	X		
Ventilation Systems	X		
Air Conditioning Systems			X
Alarm Systems for Premises	X	X	
Plate Glass	X		
Windows & Window Frames	X		
Gutters, Drains, Downspouts	X		
Elevators*	X	X	
Floor Slabs	X		
Common Areas	X		
Ceilings	X		
Interior Walls*	X	X	
Interior Doors*	X	X	
Interior Surfaces & Windows		X	
Appliances & Fixtures		X	
Repainting of Interior Walls (as necessary)		X	
Base and/or moldings		X	
Parking Lot Area			X
Pest Control	X		
Light Bulb Replacement*	X	X	

\* School will perform the standard repairs and maintenance obligations that is provided to all other tenants in the Building. Amazon may, but is not required to, perform repairs and maintenance in addition to School's obligations if Amazon elects to do so in its sole and absolute discretion.

## **EXHIBIT E**

### **SCHOOL'S RULES AND REGULATIONS**

1. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or used for any purpose other than ingress and egress to and from the leased premises and for going from one to another part of the Building.
2. Plumbing fixtures and appliances shall be used only for purposes for which constructed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by a tenant shall be paid by such tenant, and School shall not in any case be responsible therefor.
3. Except as otherwise provided in Lease, no signs, advertisements or notices shall be painted or affixed on or to any windows or doors, or other part of the building, except of such color, size and style and in such places as shall be first approved in writing by School, not to be unreasonably withheld.
4. Directories will be placed by School, at its own expense, in conspicuous places in the building. No other directories shall be permitted unless previously consented to by School in writing.
5. Tenants shall not do, or permit anything to be done in or about the building, or bring or keep anything therein, that will in any way increase the rate of fire or other insurance on the building, or on property kept therein, or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules or regulations of any governmental authority.
6. Except for Amazon's Tenant Improvement Work, School shall have the power to prescribe the weight and position of iron safes or other heavy equipment, which shall in all cases, to distribute weight, stand on plank strips at least two inches thick. Any damage to the Building caused by installation or removal of a tenant's property, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
7. After the installation of Amazon's Tenant Improvement Work, Tenants shall notify the building manager when safes or other heavy equipment are to be taken in or out of the Building, and the moving shall be done under the supervision of the building manager, after written permit from School. Persons employed to move such property shall be approved by School.
8. Corridor doors, when not in use, shall be kept closed.
9. No furniture, packages, or bulky material of any kind will be received in the building or carried up or down stairs or in the elevators, except in the manner and at the times specified by School.
10. Each tenant shall cooperate with School's employees in keeping leased premises neat and clean. Tenants shall not employ persons for the purpose of such cleaning.

11. To insure orderly operation of the building, no ice, mineral or other water, towels, newspapers, etc., shall be delivered to any leased premises, except by persons appointed or approved in writing by School.
12. Should a tenant require telegraphic, telephonic, annunciator or other communications service, School will direct the electricians where and how wires are to be introduced and placed, and none shall be introduced or placed except as School shall direct. Electric current shall not be used for power or heating without School's prior written permission.
13. School shall, at reasonable hours, have the right to enter premises leased to tenants, to examine same or to make such alterations and repairs as may be deemed necessary, or to exhibit the same to prospective tenants, except to the extent otherwise provided in a tenant's lease.
14. Tenants shall not make or permit any improper noises in the building, or otherwise interfere in any way with other tenants, or persons having business with them.
15. Nothing shall be swept or thrown into the corridors, halls, elevator shafts or stairways. No birds or animals shall be brought into or kept in or about the building, other than service animals.
16. A tenant shall not use or keep in the building any inflammable or explosive fluid or substance.
17. School reserves the right to rescind any of these rules and make such other and further rules and regulations as in its reasonable judgment shall from time to time be needed for the safety, protection, care and cleanliness of the building, the operation thereof, the preservation of good order therein, and the protection and comfort of its tenants, their agents, employees and invitees. Notwithstanding the foregoing or anything in this Exhibit E to the contrary, the rules and regulations at all times will be reasonable, nondiscriminatory, and consistently applied. To the extent the rules and regulations conflict with the Lease, the Lease shall control.

**EXHIBIT F**

**[Intentionally Omitted]**

**EXHIBIT G****UCB Lower Sproul Redevelopment Project – MLK Lease Requirements for LEED****MLK Tenant Lease Requirements****5727 UCB Lower Sproul Redevelopment Project - MLK**

Rev2: January 28, 2014

**Definitions****Tenant Space** – areas within the LEED project boundary (includes both current and future scope of work)**Future Tenant Improvement** – all areas where fit-out is not part of the current scope of work and will be completed as a part of a future tenant fit out.**Current Scope of Work vs. Tenant Fit Out**

- Only lighting, plumbing, equipment, materials, and furniture within the current scope of work (including Package 4, Package 4, P30 scope) AND within the LEED boundary ("Tenant Space") will be included in LEED CI credit calculations.
- Lighting, plumbing, equipment, materials, and furniture to be installed as part of a future scope of work ("Future Tenant Improvement") will be required to comply with a series of tenant guidelines which meet the intent of the LEED credits earned on the MLK project. These will include, but are not limited to, the following:

<b>Mandatory Tenant Guidelines</b>			
	<b>LEED Credit</b>		<b>Minimum Tenant Guideline Requirements</b>
Water	WEp1	Water Use Reduction: 20%	Maximum flush and flow rates: <ul style="list-style-type: none"> <li>• Toilets: 1.6/0.8 (1.28gpf)</li> <li>• Urinals: 0.125 gpf</li> <li>• Lavatory Faucets: 0.5 gpm</li> <li>• Kitchen Sinks: 2.0 gpm</li> <li>• Showers: 1.0 gpm</li> <li>• Pre-rinse spray valves: 1.6 gpm</li> </ul>
	EAp2	Minimum Energy Performance	<ul style="list-style-type: none"> <li>• 10% below T24 LPD baseline</li> <li>• 50% of eligible equipment and appliances are ENERGY STAR rated (by rated power)</li> </ul>
Energy	EAc1.4	Optimize Energy Performance Equipment and Appliances	70%-75% of eligible equipment and appliances are ENERGY STAR rated (by rated power)
	EAp3	Fundamental Refrigerant Management	HVAC will not utilize any CFC-based refrigerant
	EAc1.1	Optimize Energy Performance: Lighting Power	<del>15%</del> 20% below T24 LPD baseline
	EAc1.2	Optimize Energy Performance: Lighting Control	<ul style="list-style-type: none"> <li>• Photosensors in all daylight areas</li> <li>• Daylight dimming for 50% of connected lighting load</li> <li>• Occupancy sensing for 75% of connected lighting load</li> </ul>

Materials and Resources	MRp1	Storage and Collection of Recyclables	All tenants participate in UCB comprehensive waste management program
	MRc2	Construction Waste Management	75% reduction in construction waste management (Calgreen requirement)
	MRc4	Recycled Content	20% (post-consumer + ½ pre-consumer) by cost for all materials, furnishings, and furniture
	MRc5	Regional Materials	20% manufactured regionally and 10% extracted and manufactured regionally (by cost) for all materials, furnishings, and furniture
	MRc7	Certified Wood	50% FSC certified (by cost) for all wood-based materials, furnishings, and furniture
Indoor Environmental Quality	IEQp1	Minimum IAQ Performance	Project ventilation rates to meet requirements of ASHRAE 62.1-2007
	IEQp2	Environmental Tobacco Smoke Control (ETS)	Tenants to comply with University wide smoke free policy
	IEQc3.1	Construction IAQ Management Plan: During Construction	Tenants will need to comply with best practice construction IAQ management as outlined in MLK CMP
	IEQc3.2	Construction IAQ Management Plan: Before Occupancy	Tenants to provide building flush out or air testing - method TBD
	IEQc4.1-4.5	Low-Emitting Materials	VOC emissions not to exceed maximums stated in current LEED specification (see project manual) for: <ul style="list-style-type: none"> <li>• Adhesives &amp; Sealants</li> <li>• Paints &amp; Coatings</li> <li>• Flooring Systems</li> <li>• Composite Wood</li> <li>• Systems Furniture and Seating</li> </ul>
	IEQc5	Indoor Chemical & Pollutant Source Control	<ul style="list-style-type: none"> <li>• Walk-off mats at all regular entrances (bookstore)</li> <li>• MERV 13 filtration for all return and outside air intakes in regularly occupied mechanically ventilated spaces.</li> </ul>
	IEQc7.2	Thermal Comfort: Verification	Tenants to participate in University post-occupancy survey
Innovation in Design	IDc1.2	Green Education	All tenants to be included in educational building component (signage, feature on University website etc.)
	IDc1.3	Green Housekeeping	All tenants to submit Green Housekeeping maintenance plan prior to occupancy that meets the requirements outlined in the LEED EBOM 2009 IEQp3 Green Cleaning Prerequisite
	IDc1.4	Comprehensive Recycling Program	All tenants to participate in University-wide waste management program, including participation in recycling and compost practices program.

**EXHIBIT H**

**PLANS AND SPECIFICATIONS**

Those certain S119 plans and specifications as shown on the drawings titled BP5 Conformed Set Rev1 Vol 3 created by Moore Ruble Yudell Architects and Planners and dated 8/9/2013.



**EXHIBIT I**

**ZERO WASTE POLICIES**

1. Tenant shall ensure full use, training, and participation with the compost and recycling services provided by School for all areas under the control of Tenant, including but not limited to, the basement, first, and second floor within the footprint of Tenant inside the MLK building.
2. School shall measure the usage of landfill, compost, and recycling services throughout all locations operated by Tenant in accordance with diversion reports and develop tenant action plans agreed upon between Tenant and Campus Recycling and Refuse Services in order to meet the campus zero waste goals by 2020.
3. Tenant shall provide and utilize reusable dining ware, mugs, cups, and utensils. Otherwise, Tenant may use recyclable items as determined by the School and paper or bpi certified liner bags throughout all locations operated by Tenant, for any use for which the provision of such items is under the control of Tenant.
4. Tenant shall be responsible to promote, market, train, provide signage, and educate their staff, patrons, and campus community with respect to recycling, composting and the campus zero waste by 2020 goals in all areas under the control of the Tenant.
5. Tenant shall provide incentive programs, such as contests and other events, to educate and encourage patrons and campus community with respect to recycling, composting, and zero waste practices.
6. Tenant shall be Green Business Certified with Alameda County:  
(<http://www.greenbusinessca.org/>).

**EXHIBIT J**

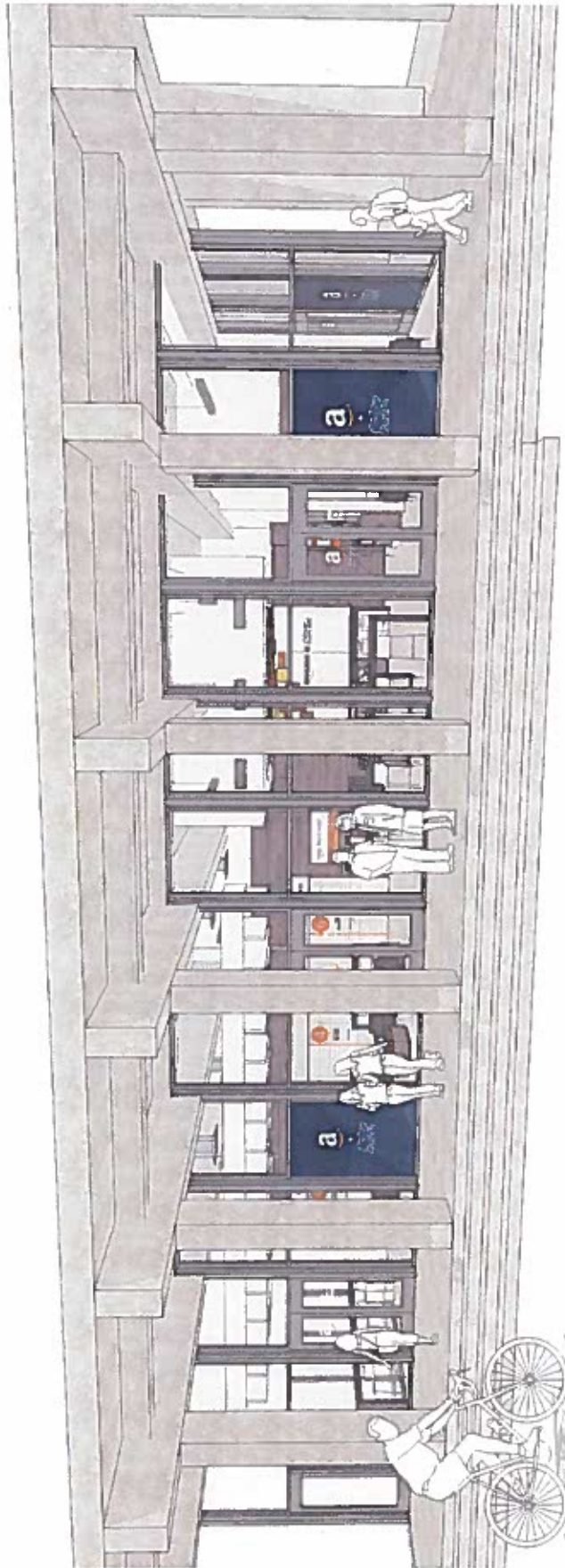
**UNIVERSITY'S POLICIES FOR OPERATION AND USE OF THE LOADING DOCK**

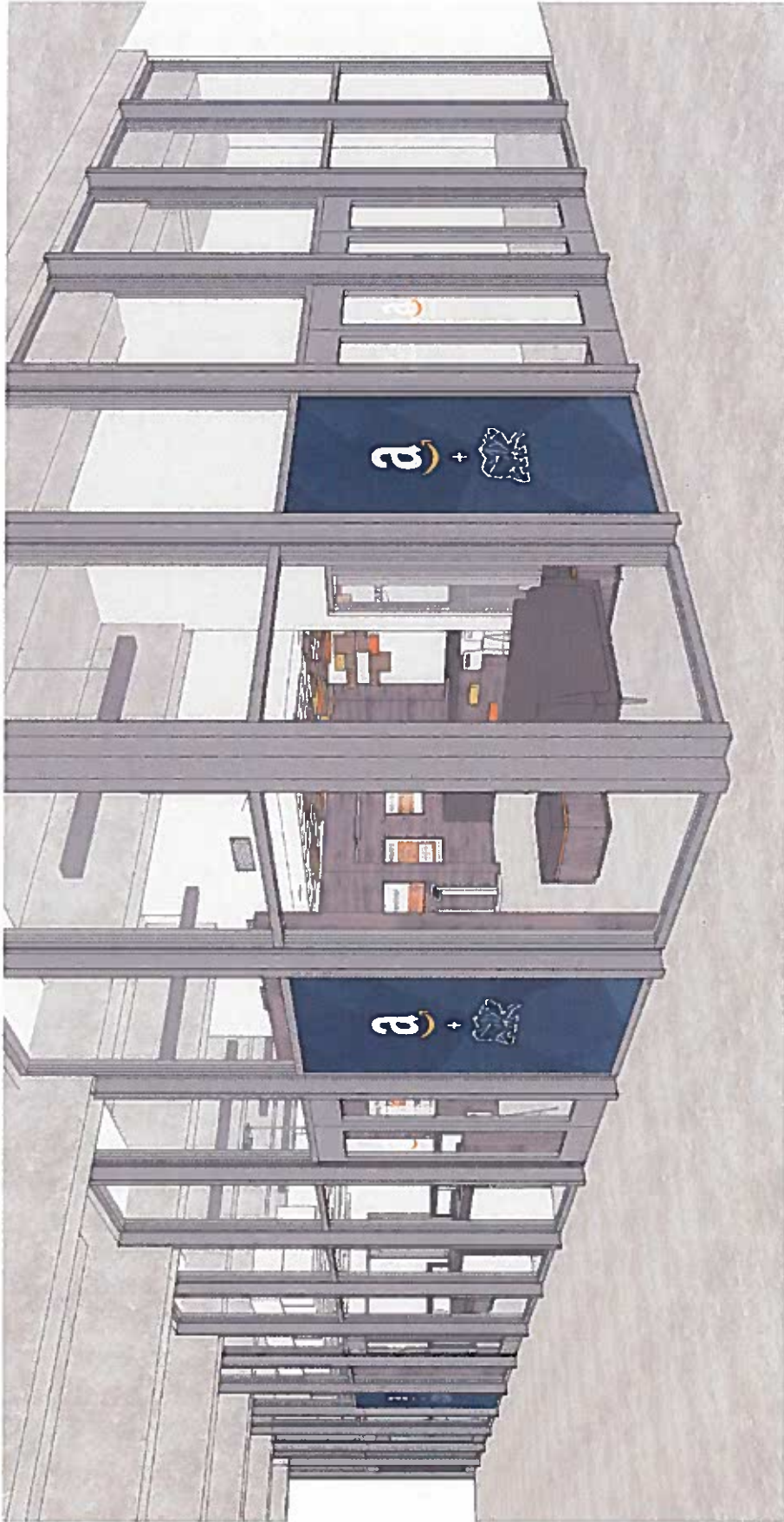
1. Maximum Height – Approx. 10'6"
2. Maximum Length of vehicle – 24'
3. Hours – 24hr access by card key when lot is not open (lot hours to be determined, likely 5am-2am)
4. Dock location – North east corner along east wall (shared Amazon/Food Service/Student Union)
5. Dock Dimensions – 12ft deep x 20ft wide. Height is approx. 35"
6. Delivery Truck Loading/Unloading – As long as it takes to load/unload. No permanent or extended parking.
7. Street Delivery at Bancroft: Deliveries on Bancroft Ave will only be between 10 p.m. and 6 a.m.

**EXHIBIT K**

**SIGNAGE**

(See attached 7 pages)





Perspective View @ Corner of Storefront







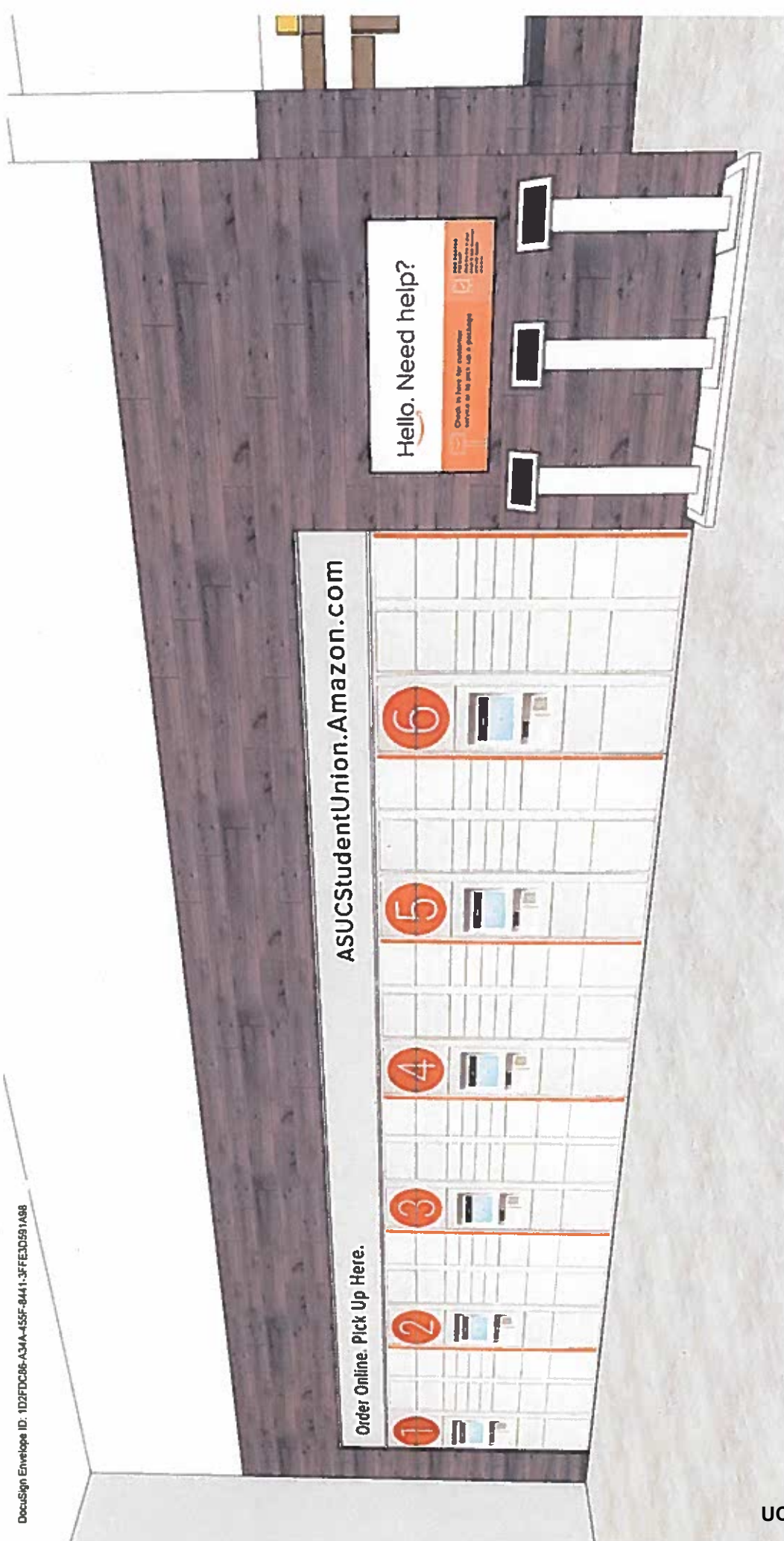
Entry Door Signage Graphics













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**AMAZON AT THE UNIVERSITY OF CALIFORNIA, BERKELEY STORE AGREEMENT**  
(COVER PAGE)

<b>School:</b>	The Regents of the University of California, a California Corporation, for and on behalf of the Associated Students of the University of California Student Union ("ASUC SU").	
<b>Parties:</b>	Amazon Pickup Points, Inc. and School.	
<b>Royalty/Rent:</b>	<p>2.15% of Qualifying Revenues from Subscribed Customers who shipped their Purchases of Products other than Digital Products to a shipping address located within the Campus Area; <i>plus</i></p> <p>0.5% of Qualifying Revenues from Subscribed Customers who shipped their Purchases of Products other than Digital Products to a shipping address located outside of the Campus Area; <i>plus</i></p> <p>2.15% of Qualifying Revenues from Subscribed Customers for purchases of Digital Products.</p> <p>Royalty percentages are detailed in Exhibit 1 to Addendum B.</p>	
<b>Guaranteed Annual Royalty/Rent Payment:</b>	<p>Operational Year 1: \$200,000</p> <p>Operational Year 2: \$200,000</p> <p>Operational Year 3: \$200,000</p> <p>Operational Year 4: \$200,000</p> <p>Operational Year 5: \$200,000</p>	
<b>Campus Area:</b>	The geographic area corresponding to the following United States ZIP codes: 94608, 94609, 94618, 94702, 94703, 94704, 94705, 94706, 94707, 94708, 94709, 94710, and 94720.	
<b>Co-Branded Sub-Domain:</b>	asucstudentunion.amazon.com	
<b>Effective Date:</b>	Date of Last Signature	
<b>Notices and Payment Information:</b>	<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p><u>IF SENT TO AMAZON:</u></p> <p>Amazon Pickup Points, Inc. 410 Terry Avenue North Seattle, WA 98109-5210 Facsimile: (206) 266-7010 Attn: General Counsel</p> </div> <div style="width: 45%;"> <p><u>IF SENT TO SCHOOL:</u></p> <p><u>Regarding Contract and Business Matters:</u></p> <p>Executive Director, ASUC Student Union University of California, Berkeley 102 Sproul Hall Berkeley, CA 94720-5110</p> <p><u>With a copy to:</u></p> <p>Business Contracts and Brand Protection University of California, Berkeley 2150 Kittredge, Suite 500A, #1928 Berkeley, CA 94720-1928</p> <p><u>Regarding Trademark Matters:</u></p> <p>Business Contracts and Brand Protection University of California, Berkeley 2150 Kittredge, Suite 500A, #1928 Berkeley, CA 94720-1928</p> <p><u>School ACH payment information:</u></p> <p>Bank name: Bank of America, NA Bank address: 1655 Grant Street, Concord, CA 94520 ABA #: 0260-0959-3 Beneficiary name: University of California Regents Beneficiary Info: ASUC Student Union, Business &amp;</p> </div> </div>	

	Finance, 510-643-0394 Account #: 01753-80001
<b>Attachments:</b>	Addendum A: Co-Branded Experience Addendum B: Fees and Payment Terms Addendum C: Marketing Commitments Addendum D: Terms and Conditions Addendum E: School Marks Addendum F: Mutual Nondisclosure Agreement Addendum G: Amazon Pickup Point and Lockers

This Amazon at The University of California, Berkeley Store Agreement (this **“Agreement”**) is made and entered into by and between Amazon Pickup Points, Inc., a Delaware corporation (together with its U.S. Affiliates (as defined in Addendum D), **“Amazon”**) and the School specified above. This Agreement consists of this Cover Page and the Attachments specified above. This Agreement is not an offer by Amazon and is not effective unless and until executed by both Parties. This Agreement is executed by duly authorized representatives of the Parties to be effective as of the Effective Date.

<p><b>“Amazon”</b></p> <p>DocuSigned by:</p> <p><b>Signature:</b> <u>Ripley MacDonald</u></p> <p><b>Name:</b> <u>Ripley MacDonald</u></p> <p><b>Title:</b> <u>Director, Student Programs</u></p> <p><b>Date Signed:</b> <u>September 8, 2015</u></p>	<p><b>“School”</b></p> <p>DocuSigned by:</p> <p><b>Signature:</b> <u>Maria K. Rubinshteyn</u></p> <p><b>Name:</b> <u>Maria K. Rubinshteyn</u></p> <p><b>Title:</b> <u>Director, Business Contracts and Brand Protection</u></p> <p><b>Date Signed:</b> <u>September 9, 2015</u></p>
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## Addendum A Co-Branded Experience

**1. Generally.** Commencing on the Online Launch Date and thereafter during the Term (as defined in Addendum D), subject to the terms and conditions of this Agreement, Amazon will create and maintain the Co-Branded Sub-Domain within the US amazon.com website (the “**Amazon Site**”), at the internet address specified on the Cover Page (the “**Co-Branded Experience**”).

**2. Rights and Licenses.** The Co-Branded Experience shall be based upon the following rights and licenses:

**2.1 License to Amazon; Reservation of Rights.** Subject to the terms of this Agreement, School grants to Amazon a worldwide, limited, non-exclusive, non-transferable, royalty-bearing (i.e., Royalty/Rent as provided herein), revocable license to reproduce, reformat, resize, distribute, display, transmit, and use the trademarks and logos set forth in Addendum E (the “**School Marks**”) solely in connection with the operation of the Pickup Point and Co-Branded Experience pursuant to this Agreement. Amazon may not use the School Marks except as expressly provided herein. Amazon may not sublicense these rights or otherwise permit any third party to use the School Marks, except that Amazon may sublicense these rights to its Affiliates solely as reasonably necessary to effectuate the permitted use described in this paragraph. Amazon agrees it will use School Marks only in the form and manner authorized by this Agreement. Amazon will use the School Marks in accordance with any trademark usage guidelines that may be provided by School from time to time. Amazon will not state or imply either directly or indirectly that Amazon or Amazon’s activities, other than those authorized by this Agreement, are supported, endorsed, or sponsored by School. Amazon will remove any electronic materials containing School Marks that are used outside the scope of this Agreement or used in a manner that is reasonably objectionable to School within a reasonable period following School’s written request. As between the Parties, School owns all right, title, and interest in and to the School Marks, and all goodwill arising out of Amazon’s use of the School Marks will inure to the sole benefit of School.

**2.2 License to School; Reservation of Rights.** Subject to the terms of this Agreement, and solely for the limited purposes of performing School’s obligations under this Agreement, and advertising products on, and directing end users to, the Pickup Point and Co-Branded Experience in connection with this Agreement, Amazon grants School a limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to (a) copy and display the Content solely on the School Site (as defined in Addendum A) or as necessary to perform its obligations under this Agreement; and (b) use only those Amazon trademarks and logos that Amazon may make available to School as part of the Content (those trademarks and logos, collectively, “**Amazon Marks**”) solely on the School Site or as necessary to perform its obligations under this Agreement. “**Content**” means any data, images, text, link formats, widgets, links, and other linking tools, and other information Amazon makes available to School in connection with this Agreement. Any use or display of the Amazon Marks by School will be subject to the prior written approval of Amazon. As between the Parties, Amazon owns all right, title, and interest in and to the Amazon Marks, and all goodwill arising out of Amazon’s use of the Amazon Marks will inure to the sole benefit of Amazon. Notwithstanding anything to the contrary in this Agreement, Amazon shall be solely responsible for any and all Amazon materials, including Content that Amazon provides to School for use on the School Site, and for the security of any Amazon Sites that host such Content. Neither Amazon nor School will have any obligation to ensure links within the Content are operative.

**3. Online Launch Date.** The “**Online Launch Date**” means the date upon which the Parties first make the Co-Branded Experience publicly available and accessible to customers. The Parties intend that the Online Launch Date will occur on or after the Outside Store Launch Date. However, failure to launch on such date will not be deemed a breach of this Agreement by either party.

## **4. Subscription.**

**4.1** During the Term, Amazon will deem a customer to be a “**Subscribed Customer**” when that customer: (a) directly accesses the Co-Branded Experience via the Co-Branded Sub-Domain (e.g., types the web address directly into their browser) and activates his/her benefits; (b) clicks on a text link, display advertisement, or similar online advertising on any School Site (as defined below) or in other School-issued electronic communication that references the Co-Branded Experience and activates his/her benefits; (c) joins Amazon Student using a valid School .edu email address; or (d) clicks on a link to the Co-Branded Experience or to an Amazon page with a URL beginning with the Co-Branded Sub-Domain from within School’s SIS (each as defined in Addendum D) and



activates his/her benefits. “**Amazon Student**” means the Amazon membership program targeted at college students, described at [www.amazon.com/student](http://www.amazon.com/student).

**4.2** A Subscribed Customer may opt out of being a Subscribed Customer at any time by adjusting settings for the Co-Branded Experience located in the “Campus Settings” section of the Co-Branded Experience or in the “Your account” page on Amazon.com (either of which may be renamed or relocated in the future). If a Subscribed Customer violates any Amazon terms, conditions, or policies, Amazon may suspend, terminate, or retroactively unsubscribe the customer account (at which time the customer will no longer be a Subscribed Customer). If a Subscribed Customer subscribes to an Amazon co-branded experience associated with another organization, the customer will no longer be a Subscribed Customer. Any customer that is no longer a Subscribed Customer will not generate Qualifying Revenues. For the avoidance of doubt, Amazon will not be required to pay Royalty/Rent attributable to an unsubscribed customer, retroactive to the date the customer was unsubscribed, provided that School will not be required to reimburse Amazon for any Royalty/Rent attributable to such customer that was previously paid to School.

## **5. Amazon Obligations.**

**5.1 Cal Student Store Link.** Amazon will include on the Co-Branded Experience a prominent above-the-fold link to [asucstudentunion.amazon.com](http://asucstudentunion.amazon.com).

**5.2 Site Control.** Subject to the terms and conditions of this Agreement, Amazon will be solely responsible for determining the content, appearance, functionality, and all other aspects of its websites (including the Co-Branded Experience), and may redesign, modify, and alter the Content (as defined in Addendum D), appearance, and functionality of its websites from time to time. Amazon will solicit input from School and will cooperate with School in the review of conceptual mockups of the Co-Branded Experience. Amazon will use School Marks in accordance with Section 2.1 of Addendum A.

**5.3 Opt-Out.** Amazon will provide reasonable methods for students and other visitors to any School Site to opt-out of the Co-Branded Experience.

**5.4 Cooperation; Resources.** Amazon will provide for School a single point of contact, designated by Amazon, who will make himself/herself reasonably available during business hours to assist School in the discharge of School’s obligations under this Agreement. Amazon will schedule monthly, or more frequently if necessary, meetings and work closely with School to review, plan, discuss, and develop or revise promotional activities and/or print and electronic marketing communication materials.

**5.5** Subject to the terms and conditions of the Agreement, Amazon will maintain and update the Co-Branded Experience and Pickup Point with merchandise placements and promotions.

**5.6** Amazon will provide for charge sales of merchandise through forms of payment accepted on Amazon.com from time to time.

## **6. School Obligations.**

**6.1 Cooperation; Resources.** School will cooperate with Amazon to facilitate the development, integration, and launch of the Co-Branded Experience. Subject to the terms and conditions of this Agreement, including Addendum C, School will provide Amazon with the following resources to support the Co-Branded Experience:

(a) a single point of contact for Amazon designated by School, who will make himself/herself reasonably available during business hours to assist Amazon with the development and execution of marketing programs, including, without limitation, facilitating the page design for the Co-Branded Experience and other offline and online creative assets; and

(b) an assortment of ‘lifestyle’ photographs, the number and selection of which to be determined in School’s sole discretion, featuring the School and School students, including all rights necessary for commercial use by Amazon, in sizes and formats suitable for electronic and print reproduction.

**6.2 School Site.** Subject to Addendum A, Section 2.2, School will be solely responsible for the development, operation, and maintenance of its own website(s) and intranet site(s) (i.e., websites operated by or on behalf of the University of California, Berkeley), including its SIS and all materials displayed on such sites (each a “School Site” and collectively, the “**School Site**”) including:

- (a) the technical operation of the School Site and all related equipment;
- (b) the display of Content, including hyperlinks to the Co-Branded Experience, on the School Site in compliance with this Agreement;
- (c) materials (excluding Content) posted on the School Site;
- (d) the use of Content, the School Site, and the materials on or within the School Site in a manner that does not infringe, violate, or misappropriate any of Amazon's rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity or other intellectual property or proprietary rights); and
- (e) any use that School makes of the Content and the Amazon Marks (as defined in Addendum A), whether or not permitted under this Agreement.

*[Remainder of page intentionally left blank.]*

## **Addendum B**

### **Fees and Payment Terms**

**1. Royalty/Rent.** In consideration of the mutual promises in this Agreement, Amazon will pay School the Royalty/Rent as set forth on the Cover Page during the Term, in accordance with Section 2 of this Addendum.

#### **1.1 Definitions.**

(a) **“Digital Products”** means Products streamed or downloaded that are sold under the name “Amazon MP3”, “Amazon Shorts”, “eDocs”, “Amazon Instant Video”, “Amazon Software Downloads”, “Game Downloads,” “Kindle Books”, “Kindle Newspapers”, “Kindle Blogs”, “Kindle Newsfeeds”, or “Kindle Magazines.”

(b) **“Excluded Product”** means any product identified on the Amazon Campus Program Excluded Products page located at <http://www.amazon.com/gp/feature.html?ie=UTF8&docId=1002977251> or any replacement page, as may be updated by Amazon in its sole discretion from time to time. Amazon shall notify School of updates or changes to the Excluded Products page during the quarterly business reviews. As of the Effective Date, the Amazon Campus Excluded Products page includes the following products:

- any product or service sold on a site linked to from the Amazon Site (e.g., a product or service listed through Amazon’s “Product Ads” program or sold on a site linked to from a banner ad, sponsored link, or other link displayed on the Amazon Site);
- any wireless service plan offered through the Amazon Site and not sold or fulfilled by Amazon;
- any product, including games and other applications, sold through the Amazon Appstore for Android;
- any product sold on fresh.amazon.com;
- any alcoholic beverage product;
- any digital Kindle product purchased as a subscription (e.g., Kindle newspaper subscriptions, magazine subscriptions, blog subscriptions, etc.)

(c) **“Operational Year”** means the 365-day period beginning on the Outside Store Launch Date (as defined in the Lease), and ending on each anniversary of the Outside Store Launch Date during the Term. For clarity, the final Operational Year of the Term will end on the last day of the Term, and thus may be less than 365 days.

(d) **“Products”** means any item sold or rented on the Amazon Site that is not an Excluded Product.

(e) **“Purchase”** occurs when Amazon receives payment for a Product from a Subscribed Customer.

(f) **“Qualifying Purchases”** means Purchases of Products made by a Subscribed Customer, excluding any Excluded Products and any Purchase of Products made by Subscribed Customers that is attributable to a participant in the Amazon Associates Program, the Amazon Smile Program, or other similar programs at the time of such Purchase.

(g) **“Qualifying Revenues”** means amounts Amazon receives from Qualifying Purchases, excluding shipping, handling, gift-wrapping fees, taxes, and service charges, and less any rebates, credit card processing fees, returns, and bad debt.

#### **2. Payment Terms.**

**2.1 Schedule.** Amazon will pay the Royalty/Rent payable to School by the 60th day after the end of each calendar quarter during the Term via ACH transfer to the School account set forth on the Cover Page.

**2.2 Royalty/Rent Abatement.** If at any time after the Outside Store Launch Date, any portion of the Pickup Point, the Loading Dock, the Package Sort Area, or the Access Areas (all as defined in the Lease) is not usable for Amazon’s regular operations due to Force Majeure, casualty damage, or the repair of casualty damage, or otherwise, for a period of longer than two (2) weeks, then the Royalty/Rent shall abate in the amount of fifty percent (50%) for every day of interruption beyond the initial two (2) week period. Amazon shall be entitled to withhold, deduct from, or offset such amounts against any amounts to be remitted or paid by Amazon to School under this Agreement.



**3. Guaranteed Annual Payment.** If, as of each of the first five anniversaries of the Outside Store Launch Date, the aggregate Royalty/Rent payable to School during the preceding Operational Year is less than the Guaranteed Annual Payment specified on the Cover Page of this Agreement, Amazon will pay School the difference between the Guaranteed Annual Payment and the aggregate Royalty/Rent payable to School during such period (the resulting difference, the “**True-Up Amount**”). Amazon will pay any True-Up Amount due to School within 60 days following the applicable anniversary of the Outside Store Launch Date. Notwithstanding the foregoing, Amazon will not be required to pay the True-Up Amount if School materially breaches this Agreement and fails to cure within sixty days after receiving notice of such breach, or Amazon terminates this Agreement pursuant to Section 1.2 of Addendum D.

**4. Reporting.** Within 30 days after the end of each calendar quarter, Amazon will provide School documentation or information requested by School that is reasonably required to calculate any payments payable to School for such calendar quarter, including the following:

- 4.1** aggregate Qualifying Revenue for (i) non-Digital Products, and (ii) Digital Products;
- 4.2** percentage of Qualifying Revenue by locations within and outside the Campus Area;
- 4.3** number of customers who have opted in to be a Subscribed Customer to the Co-Branded Experience during the applicable calendar quarter; and
- 4.4** total purchases for Excluded Products by Subscribed Customers.

Such documentation and information will be reviewed with the same degree of care and prudence that Amazon employs for validating the accuracy of other payments owed to partners in connection with customer purchases on the Amazon Site. Amazon represents and warrants that all such documentation and information provided to School will be true, complete, and accurate.

**5. Taxes.** Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. For any payments made under this Agreement, the payee may charge and the payor will pay applicable national, state or local sales or use taxes or value added taxes that the payee is legally obligated to charge arising from transactions under this Agreement (“**Taxes**”), provided that such Taxes are stated on the original invoice that the payee provides to the payor and the payee’s invoices state such Taxes separately and meet the requirements for a valid tax invoice. Either Party may provide the other Party with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, such Party will not charge or collect the Taxes covered by such certificate. Either Party may deduct or withhold any taxes that such Party may be legally obligated to deduct or withhold from any amounts payable to the other Party under this Agreement, and payment to the other Party as reduced by such deductions or withholdings will constitute full payment and settlement of amounts payable to the other Party under this Agreement. Throughout the term of this Agreement, each Party will provide the other Party with any forms, documents, or certifications as may be required for such other Party to satisfy any information reporting or withholding tax obligations with respect to any payments under this agreement.

## **6. Records and Audit.**

**6.1** During the Term and for a period of three (3) years thereafter, Amazon will maintain, in an accurate and complete manner, records in sufficient detail to allow School to verify the accuracy and completeness of the information reported by Amazon to the School under Addendum B, Section 4 (Reporting).

**6.2** For the purpose of confirming the accuracy of payment calculations and amounts pursuant to this Addendum B, School will have the right (at School’s own expense) to direct KPMG or any other independent certified public accounting firm selected by School and reasonably acceptable to Amazon (any such independent third party accountant to be retained on a non-contingency-fee basis) to audit the records specified in Section 6.1 above; provided, however, that (x) School gives Amazon written notice at least thirty (30) days prior to such audit, (y) any such audit is conducted at Amazon’s offices during regular business hours in a manner that does not interfere with normal business activities, and (z) audits may not occur more frequently than once every twelve (12) months and may not occur during the months of January, February, April, July, October, November or December.

**6.3** Each such audit may cover only the period commencing after the period covered by the last audit conducted pursuant to this Section, if any, or the preceding 3 years, whichever is shorter.

**6.4** School hereby agrees to maintain, and to cause School’s auditor to maintain, in strict confidence all information and materials disclosed to, provided to, observed by or otherwise acquired by School in connection with

any such audit, and to not disclose the same to any third party (other than School's attorneys and accountants) or use the same for any purpose other than verification of the accuracy of Amazon's payments to School.

**6.5** Any such audit shall be conducted at School's expense; provided, that if any audit reveals that Amazon has under-paid School in any audited period by more than ten percent (10%), Amazon will pay or promptly reimburse School for the under-paid amount and reasonable out-of-pocket expenses incurred by School to conduct such audit.

*[Remainder of page intentionally left blank.]*

### **Exhibit 1 to Addendum B**

**“Early Adopter Increase”** means an incremental 0.65% increase in the Royalty/Rent percentage to be paid to School as an incentive for School to participate in this campus store pilot program, which will include a Kindle technology kiosk.

The total Royalty/Rent for School specified in the Cover Page of the Agreement is calculated as follows:

- (1) 2.15% (1.5% plus the Early Adopter Increase) of Qualifying Revenues from Subscribed Customers who shipped their Purchases of Products other than Digital Products to a shipping address located within the Campus Area; *plus*
- (2) 0.5% of Qualifying Revenues from Subscribed Customers who shipped their Purchases of Products other than Digital Products to a shipping address located outside of the Campus Area; *plus*
- (3) 2.15% (1.5% plus the Early Adopter Increase) of Qualifying Revenues from Subscribed Customers for purchases of Digital Products.

### **Addendum C**

#### **Marketing Commitments**

- 1. Materials.** School will collaborate with Amazon in Amazon's development of a portfolio of marketing and communications materials ("**Marketing Materials**") that will be used to promote the Co-Branded Experience and Pickup Point to School's students (including incoming freshmen), alumni, parents of School students, and School faculty as provided herein. School and Amazon will work collaboratively and review during regularly scheduled meetings proposed revisions to the Marketing Materials.
- 2. Calendar.** Amazon will build and maintain, and School will contribute to and provide feedback on, a marketing calendar detailing the use of the Marketing Materials around six key events per year to be determined jointly by School and Amazon. School will cooperate and collaborate with Amazon on these six key marketing programs promoting the Co-Branded Experience and the Pickup Point, and if mutually agreed, at additional times through additional programs.
- 3. Marketing Point of Contact.** School will designate a single point of contact for Amazon who will make himself/herself reasonably available during work hours to provide assistance to Amazon for the development and execution of marketing programs, including, without limitation, posting Placements as reasonably requested by Amazon.
- 4. Costs.** For each marketing activity, the parties will reasonably decide on which costs will be paid by which party. In general, Amazon will provide staffing for and pay for equipment (e.g., tables, booths) related to Amazon's participation in on-campus events. School will not charge Amazon administrative or sponsorship fees to participate in ASUC SU-initiated marketing efforts. School will pay for printing of marketing materials such as banner, flyers, mailing inserts, etc. Each party will pay for items (e.g., "swag") that are exclusively branded with that party's trademarks/logos. The parties will equally split the cost of co-branded items. Deployment of Marketing Materials for the Co-Branded Experience outside the scope of this Addendum C may be undertaken at Amazon's election and cost.

## Addendum D

### Terms and Conditions

#### 1. Term and Termination.

**1.1 Term.** The term of this Agreement commences on the Effective Date and, unless earlier terminated pursuant to this Section, expires 5 years from the Effective Date (the “**Initial Term**”). Upon expiration of the Initial Term, if mutually agreed by the parties this Agreement will be extended upon substantially similar terms for up to five (5) years (the “**Renewal Term**” and together with the Initial Term, the “**Term**”) or until either Party terminates this Agreement pursuant to this Section.

**1.2 Termination for Breach.** Either Party may terminate this Agreement immediately if the other Party fails to materially perform any of its obligations hereunder, and such failure to perform is not cured to the Parties’ mutual satisfaction within 60 days following receipt of such notice. To be effective, the notice must describe the breach in reasonable detail and state the Party’s intent to terminate.

**1.3 Termination for Convenience.** Either Party may terminate this Agreement for convenience by providing at least 90 days’ prior written notice to the other Party.

**1.4 Termination for Cause.** Amazon may terminate this Agreement upon 30 days’ notice if School, during the Term, enters into any agreement with any entity specified in Exhibit A to this Addendum D to provide services using the School Marks that are substantially similar to or overlapping with the services Amazon is providing under this Agreement related to the purchase of Consumer Electronics. Amazon may terminate this Agreement upon 60 days’ notice if School, during the Term, enters into any agreement with any Affiliate of an entity specified in Exhibit A to this Addendum D to provide services using the School Marks that are substantially similar to or overlapping with the services Amazon is providing under this Agreement related to the purchase of Consumer Electronics. For the avoidance of doubt, Amazon may not terminate this Agreement on the basis of any agreement granting such an entity access to School events as a table vendor, provided no agreement between such entity and School, on behalf of ASUC SU, may permit the entity to use School Marks or conduct sales as a table vendor, in accordance with School’s policies. This Agreement may also be terminated by Amazon pursuant to the terms and conditions of the Lease. In addition, School may terminate this Agreement upon 30 days’ notice if (a) quarterly revenue for Excluded Products exceeds twenty percent (20%) of an applicable quarterly Qualifying Revenue or (b) Amazon breaches any of its obligations under Section 7 (Confidentiality) or under Section 10.12 of this Addendum D.

**1.5 Other Termination.** If, during the first calendar year after the Effective Date, (a) Amazon enters into a binding agreement with another university under which Amazon will provide similar services to those provided under this Agreement, (b) Amazon is not the official or exclusive textbooks or course materials provider, and (c) such agreement provides for a commission or royalty/rent of greater than 2.15% of qualifying revenues for products shipped to the university’s campus area or 0.5% of qualifying revenues for products shipped outside the university’s campus area, then Amazon may choose to provide School with a Royalty/Rent rate that substantially matches the rate offered to the other university. If Amazon does not choose to match the Royalty/Rent rate pursuant to the preceding sentence, then School may terminate this Agreement upon 30 days’ prior written notice, if such notice is provided during the first calendar year after the Effective Date or within 30 days after Amazon notifies School during the first calendar year after the Effective Date, that it does not choose to match the Royalty/Rent rate, whichever is later.

#### 1.6 Effect of Termination.

(a) If Amazon terminates this Agreement for convenience in accordance with Section 1.3 of this Addendum D or School terminates this Agreement in accordance with Sections 1.2, 1.4 or 1.5 of this Addendum D, then Amazon will, within a reasonable time following termination, remove any fixtures and equipment specified by School from the Pickup Point at Amazon’s cost and repair any material damage caused by such removal, and Amazon will meet its Guaranteed Annual Payment obligation on a prorated basis as of the date of such termination for the then-current Operational Year.

(b) If School terminates this Agreement for convenience in accordance with Section 1.3 of this Addendum D, or if Amazon terminates this Agreement in accordance with Section 1.2 of this Addendum D, then (i) School will pay Amazon an amount equal to the unamortized portion of the amount paid by Amazon for the Pickup Point, pursuant to Section 1 of Addendum G, but not exceeding \$350,000, plus all reasonable costs incurred by

Amazon relating to removal of Pickup Point fixtures and equipment pursuant to Section 25 of the Lease and (ii) the Guaranteed Annual Payment for the then-current Operational Year will not apply.

(c) Upon termination or expiration of the Term, Amazon will remove the School Marks from the Co-Branded Experience and the license to the School Marks granted to Amazon under this Agreement will terminate immediately thereafter. For the avoidance of doubt, nothing in this Agreement will have any effect on any Amazon's right to use any materials (including the School Marks) to the extent that such use is allowable without a license from School under applicable law (e.g., fair use under United States copyright law, referential use under trademark law, or valid license from a third party).

(d) All the provisions of this Agreement which by their nature contemplate rights and obligations of the Parties to be enjoyed or performed after the termination or expiration of this Agreement, including but not limited to this Section 1.6, and Sections 5 (Indemnification), 6 (Insurance), 7 (Confidentiality), 9.3 (Limitation of Liability) and 10.1 (Governing Law; Venue) of this Addendum D, will survive the expiration or any termination of this Agreement until their purposes are fulfilled. Notwithstanding the foregoing, the expiration or termination of this Agreement will not relieve the Parties of any liability or obligation that accrued prior to such expiration or termination. No penalty, early termination fee or similar fees or charges whatsoever shall be assessed against a party that terminates this Agreement.

## **2. Special Programs.**

### **2.1 Definitions.**

(a) **"SIS"** means the student information system currently titled "CalCentral", or any replacement or alternate system(s) offered by School to its students to manage student registration.

**2.2 SIS Links.** At Amazon's request, School will place links in the SIS to the Co-Branded Experience (including Amazon product detail pages and/or personalized shopping lists) of equal or greater visibility to other channels/retailers linked from the SIS.

**2.3 Adoptions Data.** School will provide to Amazon adoptions data, such information to be provided after it becomes available to School and in the format it was received by School or other mutually agreed format.

## **3. Intentionally left blank**

## **4. Operations.**

### **4.1 Definitions.**

(a) **"Consumer Electronics"** means electronic equipment intended for personal, non-commercial use, including desktops, laptops, tablets, cell phones, cameras, printers, audio equipment and any related accessories, whether now in existence or hereinafter developed. For the purposes of this Agreement, "Consumer Electronics" shall not include the following: (1) "Apple" branded products; (2) any item sold in the Student Union physical location for a retail price of less than \$100; and (3) cell phone or tablet accessories, including any accessory that plugs into a cell phone or a tablet or communicates wirelessly with a cell phone or a tablet, or any headphones, sold in the Student Union physical location for a retail price of less than \$250.

(b) **"Territory"** means worldwide, including all offline and online (including mobile applications, affiliate marketing and retargeting, and promotion through social media channels and online press) channels.

(c) **"School Licensed Merchandise"** means any goods, including memorabilia and collectibles, bearing officially licensed School trademarks, logos or service marks.

(d) **"General Merchandise"** means supplies, apparel, sundries, food and other goods and services, including books and subscriptions, whether now in existence or hereinafter developed.

**4.2 Grant of Exclusive Rights.** School grants Amazon the exclusive right during the Term, pursuant to Addendum A, Section 2, to market, merchandise, distribute, sell, and rent Consumer Electronics in the Territory using the School Marks.

**4.3 No Other Licenses.** During the Term, School will not grant a license to any third party to use the School Marks in connection with offering for sale or for rent, selling, renting, or accepting orders for the sale, marketing, or distribution of Consumer Electronics, except that School may permit the operation of one retail store on School's campus that sells Apple-branded products. For the avoidance of doubt, nothing herein shall be interpreted to prohibit School, independent of ASUC SU, from granting a license to any third party to use the Secondary School Marks apart from the Primary School Marks (each as specified on Addendum E) in connection with offering for sale or for rent, selling, renting or accepting orders for the sale, marketing, or distribution of Consumer Electronics.

**4.4 Grant of Non-Exclusive Rights.** School grants Amazon the nonexclusive right during the Term, pursuant to Addendum A, Section 2, to market, merchandise, distribute and sell all School Licensed Merchandise and General Merchandise in the Territory using the School Marks.

## **5. Indemnification.**

**5.1 Indemnification of Amazon.** School will defend, indemnify, and hold Amazon, its Affiliates and licensors, and all of its and their respective employees, officers, directors, and representatives, harmless from and against all third party claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) (collectively, "Claims") relating to (a) School's operation of the School Site or any materials that appear on the School Site, including the combination of the School Site or those materials with other applications, content, or processes; (b) School's use, development, design, manufacture, production, advertising, promotion, or marketing of the School Site or any materials that appear on or within the School Site, and all other matters described in this Section; (c) School's unauthorized use of any Content; (d) School's violation of any term or condition of this Agreement; (e) School's or its officers', employees', or agents' negligence or willful misconduct; (f) any failure by School to comply with all applicable laws in its performance of its obligations and exercise of its rights under this Agreement; (g) the violation of any third-party intellectual property right by the School Marks; (h) any actual or alleged breach of Section 7; or (i) injuries to any person and damage to, theft, or loss of property occurring in or about the Pickup Point to the extent caused or alleged to be caused by the negligence or willful misconduct of School or any officer, employee or agent of School.

**5.2 Indemnification of School.** Amazon will defend, indemnify, and hold School, its Affiliates and licensors, and all of its and their respective employees, officers, directors and representatives harmless from and against all Claims relating to (a) Amazon's operation of the Amazon Site and the Co-Branded Experience or materials that appear on the Amazon Site or the Co-Branded Experience, including the combination of the Amazon Site, the Co-Branded Experience or those materials with other applications, content, or processes; (b) Amazon's use, development, design, manufacture, production, advertising, promotion, or marketing of the Amazon Site and the Co-Branded Experience or any materials that appear on or within the Amazon Site and the Co-Branded Experience, and all other matters described in this Section; (c) Amazon's unauthorized use of any School materials; (d) Amazon's violation of any term or condition of this Agreement; (e) Amazon's or its officers' employees', or agents' negligence or willful misconduct; (d) any failure by Amazon to comply with all applicable laws and regulations in Amazon's performance of its obligations and exercise of its rights under this Agreement; (g) the violation of any third-party intellectual property right by the Amazon Marks; (h) any actual or alleged breach of Section 7; or (i) injuries to any person and damage to, theft, or loss of property occurring in or about the Pickup Point to the extent caused or alleged to be caused by the negligence or willful misconduct of Amazon or any officer, employee or agent of Amazon.

**5.3 Indemnification Limitation.** Each party's indemnification obligations under this Section 5 shall apply only in proportion to and to the extent that the Claim arises from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees or agents.

**5.4 Indemnification Procedures.** Any Party entitled to indemnification under this Section (each, an "**Indemnified Party**") will: (a) promptly notify the Party responsible for indemnification under this Section (each, an "**Indemnifying Party**") of any claim for which it seeks indemnification; (b) reasonably cooperate with the Indemnifying Party (at the Indemnifying Party's expense) in connection with (i) the defense and settlement of the claim, and (ii) taking any actions to limit or mitigate the claim; and (c) permit the Indemnifying Party to control the defense and settlement of any such claim (except that the Indemnifying Party may not enter into any settlement admitting or stipulating to any guilt, fault, liability or wrongdoing on the part of the Indemnified Party without prior written consent of the Indemnified Party). Notwithstanding the foregoing, the Indemnified Party may participate in its defense with the counsel of its own choosing at its own cost.

## **6. Insurance.**

**6.1** Each Party will obtain and maintain the following insurance or self-insurance throughout the Term:

(a) “Commercial General Liability” insurance, including products/completed operations, broad form property damage, contractors’ protective liability, and broad form blanket contractual, advertising, and personal injury liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.

(b) “Workers’ Compensation” insurance as required by applicable law.

**6.2** The following provisions apply to the required insurance coverages set forth above:

(a) Each Party will obtain the insurance required above (i) from reputable insurance companies, or (ii) through a funded self-insurance program. Each Party will cause each insurance policy to provide that it will remain in effect throughout the Term and that the coverage limits will not be reduced below the minimum amounts required by this Agreement. If a Party’s insurance policy is materially altered or cancelled, such Party will notify the other Party in writing at least 30 days in advance.

(b) Each Party may satisfy the minimum limits requirements of this Section by any combination of primary liability and umbrella excess liability coverage that results in the same protection to the other Party.

(c) The policies required above must be on an occurrence basis.

(d) The insurance maintained by each Party pursuant to this Agreement will be primary to, and without any right of contribution from, any other insurance that may be available to the other Party.

(e) Each Party will submit certificates of insurance confirming that it maintains the coverages required by this Section to the other Party within 30 days following the Effective Date and upon each insurance policy renewal thereafter. Certificates for the receipt of Amazon will be mailed to Amazon at Amazon, Attn: Risk Management, P.O. Box 81226, Seattle, WA 98108-1226 or by e-mail to coi@amazon.com. Certificates for the receipt of School will be mailed to School’s address specified on the Cover Page of this Agreement.

**7. Confidentiality.** The terms of this Agreement and all confidential information exchanged in connection with this Agreement will be considered “Confidential Information” under the terms of the Mutual Nondisclosure Agreement by and between the Parties (or their Affiliates) attached as Addendum F, subject to the requirements of the California Public Records Act. School will inform Amazon of any Public Records Act requests related to this Agreement or to any Confidential Information exchanged in connection with this Agreement so that Amazon may seek an injunction to prevent such disclosure prior to School’s release of documents responsive to such requests. In the event that Amazon seeks an injunction in court and such court determines that the documents Amazon sought to withhold from disclosure are subject to disclosure, Amazon will pay School’s costs associated with litigation of Amazon’s contention that such documents were exempt from disclosure. Amazon will not be responsible for School’s litigation costs for suits brought by third parties against School for violation of the California Public Records Act.

**8. Compliance**

**8.1** Each Party will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over such Party, including laws (federal, state, or otherwise) that govern marketing email (e.g., the CAN-SPAM Act of 2003) and nonpublic personal customer and consumer information as defined in the Gramm-Leach-Bliley Act and the Fair Credit Reporting Act and any regulations or guidelines adopted under those laws (or any similar provision under any other applicable law).

**8.2** Each Party will obtain and maintain, during the Term, at its sole expense, and in its name, all necessary licenses and permits required to perform its obligations under this Agreement.

**8.3** Amazon will use commercially reasonable efforts to abide by applicable School regulations and policies. School will provide Amazon with copies of applicable policies or locations where these policies are listed on the School’s website and will provide Amazon with at least 30 days’ notice and a copy of any changes to such policies in order to provide Amazon with the opportunity to review and object to any changes that may adversely affect Amazon or its business operations or give Amazon the opportunity to make the changes necessary to comply, as applicable. School will cooperate with, and provide all reasonable assistance to, Amazon if Amazon requires more than 30 days to comply with any such new or modified policies. Such policies, as applied to Amazon, will be



published, applied based on criteria that are consistently applied to other vendors, retailers, and services providers with a physical presence on School's campus, and not applied arbitrarily to Amazon or in a manner that intentionally targets Amazon for special treatment. Notwithstanding the foregoing, any conflict between the terms of this Agreement and any School policies as described in this Section, will be resolved in favor of this Agreement.

## **9. Representations and Warranties; Limitation of Liability.**

**9.1 Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has all requisite right, power, and authority to enter into this Agreement and perform its obligations and grant the rights, licenses and authorizations it grants under this Agreement; (ii) this Agreement has been duly authorized, executed and delivered by such Party, and constitutes its legal, valid and binding obligations enforceable against it in accordance with its terms; (iii) it will use its best efforts to ensure that the execution, delivery and performance of this Agreement, and the other Party's exercise of rights under this Agreement, will not conflict with or result in a breach or other violation of any agreement or other third-party obligation by which it is bound; and (iv) it is duly incorporated, validly existing, and in good standing under the laws of the jurisdiction of its formation.

**9.2 Disclaimer.** EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES AND EACH PARTY EXPRESSLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES IN CONNECTION WITH THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**9.3 Limitation of Liability.** (A) EXCEPT TO THE EXTENT ARISING OUT OF ANY CLAIMS FOR WHICH A PARTY IS ENTITLED TO INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING FROM OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES' OR LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE LESSER OF (i) THE AMOUNTS ACTUALLY PAID BY AMAZON TO SCHOOL UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (ii) US\$10,000,000. TO THE EXTENT ARISING OUT OF ANY CLAIMS FOR WHICH A PARTY IS ENTITLED TO INDEMNIFICATION UNDER THIS AGREEMENT, NEITHER PARTY'S NOR ANY OF ITS RESPECTIVE AFFILIATES' OR LICENSORS' AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL EXCEED THE GREATER OF (i) THE AMOUNTS ACTUALLY PAID BY AMAZON TO SCHOOL UNDER THIS AGREEMENT DURING THE 12 MONTHS PRECEDING THE CLAIM, OR (ii) US\$10,000,000.

## **10. General.**

**10.1 Governing Law; Venue.** The laws of the State of California, without reference to its conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. Any dispute relating to or arising out of this Agreement will only be adjudicated in a state or federal court located in Alameda County, California. Each Party consents to exclusive jurisdiction and venue in these courts. Notwithstanding the foregoing, either Party may seek injunctive relief in any state, federal, or national court of competent jurisdiction for any actual or alleged infringement of such Party's, its Affiliates or any third-party's intellectual property or other proprietary rights. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

**10.2 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where such delay or failure results from any Force Majeure event beyond its reasonable control. "Force Majeure" means acts of God, labor disputes or other industrial disturbances, electrical or power outage, utilities or telecommunications failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

**10.3 Waiver; Severability.** No waiver of a Party's rights will be effective unless the waiver is in writing signed by the waiving party. A party's failure to enforce the other party's strict performance of any provisions of this Agreement will not constitute a waiver of such party's right to subsequently enforce such provision or any other provision of this Agreement. If any provision of this Agreement or the application of such provision to any person or circumstance is held invalid, illegal, against public policy or is otherwise unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid will not be affected.

**10.4 Assignment.** Neither Party may assign or otherwise transfer this Agreement or any of its rights and obligations under this Agreement without the prior written approval of the other Party, except that either Party may assign any of its rights or obligations under this Agreement without consent (a) in connection with any merger, acquisition, consolidation, reorganization, or sale of all or substantially all of its assets, or (b) to any Affiliate. Any attempt to assign in violation of this Section is void in each instance. Subject to the foregoing, this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the Parties and their respective permitted successors and assigns. For purposes of this Agreement, an “**Affiliate**” of a Party is any entity that directly or indirectly controls, is controlled by or is under common control with that Party.

**10.5 Notices.** Any notice required or permitted to be given by either Party under this Agreement will be in writing and sent to each Party at its address set forth on the Cover Page of this Agreement, or such new address as may from time to time be supplied by the Parties in accordance with this Section.

**10.6 Relationship of Parties.** Amazon and School acknowledge and agree that at all times they are operating as independent parties. Nothing contained herein will be construed to create a partnership or joint venture between Amazon and School, and neither Party will represent itself to be an agent or partner of the other. This Agreement is for the sole and exclusive benefit of the Parties hereto and nothing contained herein will be construed to give any party, other than Amazon and School, any legal or equitable right, remedy, or claim under or in connection with any provision of this Agreement.

**10.7 Nondiscrimination.** The Parties agree to comply with all applicable state and federal laws, rules, regulations and executive orders governing equal employment opportunity, immigration, nondiscrimination (including the Americans with Disabilities Act), and affirmative action.

**10.8 Conflict of Interest.** Amazon will ensure that no Amazon employee has a “reporting relationship” (as defined below) with a School employee who is a spouse, parent or child of the Amazon employee. For the purposes of this Agreement, an Amazon employee has a “reporting relationship” with a School employee if the Amazon employee is in a position to submit work for approval, confirmation or the like required by this Agreement directly to the School employee, or if the Amazon employee is in a position to submit reports required by this Agreement directly to the School employee. For the purposes of this Agreement, Amazon will be deemed to have “ensured” that Amazon’s employees do not have unpermitted “reporting relationships” with School employees by (a) relying upon its actual knowledge and (b) making inquiry of the employees who are working directly on the execution of this Agreement or assigned to manage the School account. Amazon has no obligation to make inquiry of, or to investigate, School employees in order to “ensure” that Amazon’s employees do not have unpermitted “reporting relationships” with School employees.

**10.9 Captions; Entire Agreement; Amendment.** The captions or headings of the Sections of this Agreement are for reference only and are not to be construed in any way as part of this Agreement. This Agreement (including all exhibits and schedules) constitutes the complete understanding and final agreement of the Parties and supersedes all prior and contemporaneous negotiations, understandings, and agreements with respect to the subject matter of this Agreement. No modification or amendment of this Agreement will be effective unless it is in writing and signed by authorized representatives of both Parties.

**10.10 Counterparts.** This Agreement may be executed in one or more counterparts, each of which will constitute an original, but all of which together will constitute one instrument.

**10.11 Forced, Convict and Indentured Labor.** Amazon agrees that it will not furnish to School, pursuant to the Agreement, any foreign-made equipment, materials, or supplies that it knows or has reason to suspect are produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction.

**10.12 PCI Compliance; Protected Information.** Amazon will comply with applicable payment card security rules promulgated by payment card brands to the extent required by Amazon’s agreements with its acquiring financial institutions. Amazon will apply commercially reasonable efforts to secure [asucstudentunion.amazon.com](https://asucstudentunion.amazon.com) and any electronic payment transactions made by a Subscribed Customer through the Amazon Site. Notwithstanding the foregoing, Amazon devices used or accessible by customers at the Pickup Point will be wiped after 2 minutes of non-use or no activity. In addition, Amazon demo devices (e.g., Kindle demo devices) accessible by customers at the Pickup Point will be equipped with alarms that will be set off if such Amazon devices are improperly removed or unplugged by customers. Amazon will not make any wifi publically available to students at the Pickup Point from their personal devices. Amazon will apply commercially reasonable administrative, physical and technical

safeguards to protect Amazon demo devices against tampering, including putting signage near the Amazon demo devices reminding customers to log out of their accounts.

## **EXHIBIT A TO ADDENDUM D**

### **Specified Entities**

- Wal-Mart Stores, Inc. and its Affiliates
- Target Corporation and its Affiliates
- Best Buy Co., Inc. and its Affiliates
- Google Inc. and its Affiliates
- Bed, Bath & Beyond Inc. and its Affiliates
- Staples Inc. and its Affiliates
- Office Depot, Inc. and its Affiliates
- Newegg.com Inc. and its Affiliates
- Chegg Inc. and its Affiliates
- Campus Books Rentals, Inc. and its Affiliates
- Barnes & Noble, Inc. and its Affiliates
- Barnes & Noble Education, Inc. and its Affiliates
- Follett Corporation and its Affiliates
- Rafter, Inc. (d/b/a TextbookRush) and its Affiliates

Addendum E  
School Marks

Primary Marks:

- Associated Students of the University of California Student Union (ASUC Student Union)
- ASUC SU
- ASUC SU Logo:

ASUC Student Union Trademarked Logo Variations



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Secondary Marks:

The following Word Marks may only be used in conjunction with one or more of the Primary Marks:

- University of California Berkeley®
- UC Berkeley®

Branded sub-domain(s):

[http:// asucstudentunion.com](http://asucstudentunion.com)

[http:// asucsu.amazon.com](http://asucsu.amazon.com)

[http:// asucsu.berkeley.amazon.com](http://asucsu.berkeley.amazon.com)

## **Addendum F**

### **Mutual Nondisclosure Agreement**

This Mutual Nondisclosure Agreement (this “Agreement”), effective as of the Effective Date of the Amazon at the University of California, Berkeley Store Agreement (“Store Agreement”), is made between Amazon.com, Inc., a Delaware corporation (“Amazon.com”), and The Regents of the University of California, on behalf of the Associated Students of the University of California Student Union on the Berkeley campus (“University”). Each party hereto would like to protect the confidentiality of, maintain its respective rights in and prevent the unauthorized use and disclosure of its valuable confidential information. Accordingly, Amazon.com and University hereby agree as follows:

#### **1. Affiliates; Confidential Information**

For purposes of this Agreement, with respect to each party hereto, “Affiliate” means any entity that directly or indirectly controls, is controlled by or is under common control with that party. As used in this Agreement, “Confidential Information” means all nonpublic information disclosed by one party, its Affiliates, or the agents of any of the foregoing (collectively, the “Disclosing Party”) to the other party, its Affiliates, or the agents of any of the foregoing (collectively, the “Receiving Party”), that is marked “confidential” or the like or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information includes without limitation (i) nonpublic information relating to the Disclosing Party’s technology, software, inventions, techniques, customers, students, employees, business and marketing plans or strategies, processes, methodologies, products, services, development, pricing, internal procedures, business opportunities, promotional and marketing activities, finances and other business affairs, (ii) third-party information that the Disclosing Party is obligated to keep confidential provided the Disclosing Party identifies such information as “confidential” or the like, (iii) all reports received from Amazon.com pursuant to Addendum B, Section 4, and (iv) the terms of this Agreement, subject to Section 5.

#### **2. Exclusions**

Confidential Information does not include any information that (i) is or becomes publicly available without breach of this Agreement, (ii) can be shown by competent evidence to have been known to the Receiving Party at the time of its receipt from the Disclosing Party, (iii) is received from a third party who did not acquire or disclose such information by a wrongful or tortious act, or (iv) can be shown by competent evidence to have been independently developed by the Receiving Party without reference to any Confidential Information.

#### **3. Use of Confidential Information**

The Receiving Party may use the Disclosing Party’s Confidential Information only in pursuance of its business relationship with the Disclosing Party. Except as expressly provided in this Agreement, the Receiving Party will not disclose the Disclosing Party’s Confidential Information to any third party without the Disclosing Party’s prior written consent. The Receiving Party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of Confidential Information, including, at a minimum, those measures it takes to protect its own confidential information of a similar nature. The Receiving Party will not export any of the Disclosing Party’s Confidential Information in any manner contrary to the export regulations of the United States.

#### **4. Receiving Party Personnel**

The Receiving Party will restrict the possession, knowledge and use of Confidential Information to its directors, officers, employees, students (in the case of School), agents, contractors, legal and accounting advisers (collectively, “Personnel”) who (i) have a need to know Confidential Information in connection with the parties’ business relationship, and (ii) who are subject to confidentiality and use obligations with

respect to the Confidential Information that are no less restrictive than those set forth in this Agreement. The Receiving Party will take all reasonable steps to ensure that its Personnel comply with this Agreement.

## **5. Compelled Disclosures**

The Receiving Party may disclose Confidential Information as required to comply with binding orders of governmental entities that have jurisdiction over it or as otherwise required by law and additionally in the case of University, with requests made to University pursuant to the California Public Records Act or the Freedom of Information Act, provided that the Receiving Party (i) gives the Disclosing Party reasonable written notice to allow the Disclosing Party to seek a protective order or other appropriate remedy (except to the extent the Receiving Party's compliance with the foregoing would cause it to violate a court order or other legal requirement), and (ii) discloses only such information as the Receiving Party determines in its reasonable discretion is required.

## **6. Ownership of Confidential Information**

All Confidential Information will remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information will not constitute an express or implied grant to the Receiving Party of any rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

## **7. Notice of Unauthorized Use**

The Receiving Party will notify the Disclosing Party promptly upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Receiving Party. The Receiving Party will reasonably cooperate with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use.

## **8. Return of Confidential Information**

The Receiving Party will return or destroy all tangible materials embodying Confidential Information (in any form and including, without limitation, all summaries, copies and excerpts of Confidential Information) promptly following the Disclosing Party's written request. At the Disclosing Party's option, the Receiving Party will provide written certification of its compliance with this Section.

## **9. Injunctive Relief**

The Receiving Party acknowledges that disclosure or use of Confidential Information in violation of this Agreement could cause irreparable harm to the Disclosing Party for which monetary damages may be difficult to ascertain or an inadequate remedy. The Receiving Party therefore agrees that the Disclosing Party will have the right, in addition to its other rights and remedies, to seek injunctive relief for any violation of this Agreement.

## **10. Scope; Termination**

This Agreement is intended to cover Confidential Information received by the Receiving Party subsequent to the effective date hereof. This Agreement will terminate automatically upon the termination of the Store Agreement; provided, however, that the Receiving Party's obligations with respect to the Confidential Information will survive for two (2) years following such termination.

## **11. Independent Development; Residuals**

The Disclosing Party acknowledges that the Receiving Party may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the Confidential Information. Accordingly, nothing in this Agreement will be construed as a representation or agreement that the Receiving Party will not develop or have developed for it products, concepts, systems or techniques that are similar to or compete with the products, concepts, systems or techniques



contemplated by or embodied in the Confidential Information, provided that the Receiving Party does not violate any of its obligations under this Agreement in connection with such development. Additionally, subject to any copyrights, mask work rights, patent rights or other intellectual property rights, either party will be free to use the residuals resulting from access to or work with the other party's Confidential Information for any purpose, provided, however, that the Receiving Party may not disclose the Confidential Information except as permitted pursuant to the terms of this Agreement. The term "residuals" means general knowledge, skills and experience in intangible form retained in the unaided memory of persons employed or retained by the Receiving Party who have had access to or worked with the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party will not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals that are not subject to intellectual property rights; provided, however, that this Section 11 will not be deemed to grant to the Receiving Party a license under any copyright or patent of the Disclosing Party.

## **12. Miscellaneous**

**12.1** This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity. Each party will act as an independent contractor and not as an agent of the other party for any purpose, and neither will have the authority to bind the other.

**12.2** This Agreement constitutes the entire agreement between the parties relating to the matters discussed herein and supersedes all prior oral or written communications and agreements between the parties hereto. This Agreement may be amended or modified only with the mutual written consent of the parties hereto. Each party's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to the other party, whether express, implied, in fact or in law. Subject to the limitations set forth in this Agreement, this Agreement will inure to the benefit of and be binding upon the parties and their respective successors and assigns.

**12.3** Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

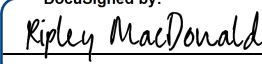
**12.4** If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

**12.5** This Agreement will be governed by the laws of the State of California, without reference to its choice of law rules. This Agreement may be executed by facsimile and in counterpart copies.

**12.6** All notices hereunder will be given in writing, will refer to this Agreement and will be personally delivered or sent by overnight courier, receipted facsimile transmission or registered or certified mail (return receipt requested) to the address set forth below the parties' signatures at the end of this Agreement. Any party may from time to time change such address by giving the other party notice of such change in accordance with this Section 12.6.

The parties have executed this Agreement by their respective authorized signatories.

**AMAZON.COM, INC.**

By:   
DocuSigned by:  
FBFB56C4182E470...  
Name: Ripley MacDonald  
Title: Director, Student Programs  
Date Signed: September 8, 2015

Notice Address:

Amazon.com, Inc.  
Attn: General Counsel

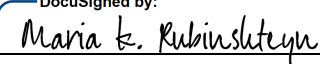
Courier:  
410 Terry Avenue North  
Seattle, WA 98109-5210

Mail:  
P.O. Box 81226  
Seattle, WA 98108-1226

Fax: (206) 266-7010

E-mail: [contracts-legal@amazon.com](mailto:contracts-legal@amazon.com)

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA**

By:   
DocuSigned by:  
67DCB8F1FC874CB...  
Name: Maria K. Rubinshteyn  
Title: Director, Business Contracts and Brand Protection  
Date Signed: September 9, 2015

Notice Address:

The Regents of the University of California  
ASUC Student Union  
Attention: Executive Director  
  
102 Sproul Hall Berkeley, CA 94720-5110

And

Business Contracts Specialist  
Business Contracts and Brand Protection  
2150 Kittredge, Suite 502  
Berkeley, CA 94720-1928  
Fax: 510-666-2550  
E-mail: [bcbp@berkeley.edu](mailto:bcbp@berkeley.edu)

**Addendum G**  
**Amazon Pickup Point and Lockers**

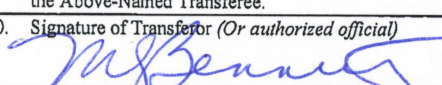
**1. Generally.** School will provide Amazon with a campus location, which may include space for a technology showroom option (collectively “Pickup Point” as defined in the Lease) for its campus store pilot program. Amazon will operate the Pickup Point, including without limitation “Amazon Lockers” as defined in the Lease. Concurrent with the execution of this Agreement and as a condition precedent to the effectiveness of this Agreement, the Parties will enter into a Lease Agreement for the Pickup Point, including the Amazon Lockers (“Lease”). Prior to occupancy of the Pickup Point, Amazon will spend at least \$350,000 for physical alterations and improvements to the Pickup Point premises pursuant to the terms and conditions of the Lease.

**2. Trade Name.** The Parties will mutually agree on a trade name to be used for the Pickup Point.

*[Remainder of page intentionally left blank.]*

U.S. Department of Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives

## Application for Tax Exempt Transfer and Registration of Firearm

ATF Control Number		Internal Control Number	
<b>SUBMIT in DUPLICATE to:</b> National Firearms Act Branch Bureau of Alcohol, Tobacco, Firearms and Explosives, 244 Needy Road, Martinsburg, WV 25405			
2a. Transferee's Name and Address <i>(Include trade name, if any) (See instruction 2d)</i> DEFENSE DISTRIBUTION DEPOT ANNISTON (Anniston Army Depot) 7 FRANKFORD AVENUE BUILDING 360 ATTN: (BRIAN BASWELL) ANNISTON, ALABAMA 36201		1. Type of Transfer: Tax Exempt  I Believe That I am Entitled to Exemption From the Payment of the Transfer Tax Imposed By Section 5811 (26 U.S.C. Chapter 53) on the Firearm Described Herein for the Following Reason <i>(See Instruction 2b)</i> : <input type="checkbox"/> Firearm is Unserviceable and is Being Transferred as a Curio or Ornament <input checked="" type="checkbox"/> Firearm is Being Transferred to or from a Government Entity <input type="checkbox"/> Firearm is Being Transferred to a Lawful Heir or by Operation of Law <input type="checkbox"/> Other (Specify) _____	
3a. Transferor's Name and Address <i>(Include trade name, if any) (Executors: see instruction 2k)</i> UC BERKELEY POLICE DEPARTMENT 1 Sproul Hall 1199 Berkeley, CA 94720-1199		2b. County or Area Code NA  3b. Transferor's Telephone Number and Area Code (510) 642-1133	
3c. If Applicable: Decedent's Name, Address, and Date of Death		3d. Number, Street, City, State and Zip Code of Residence <i>(or Firearms Business Premises)</i> If Different from Item 3a.	
The above-named and undersigned transferor hereby makes application as required by Section 5812 of the National Firearms Act to transfer and register the firearm described below to the transferee.			
4. Description of Firearm <i>(Complete items a through i) (See instruction 2m)</i> a. Name and Address of Maker, Manufacturer and/or Importer of Firearm Colt's Manufacturing Co. Inc. PO Box 1868 Hartford, CT 06144-1868		b. Type of Firearm <i>(See instruction 1c)</i> Machinegun  c. Caliber or Gauge 5.56mm	
		d. Model M16 Length <i>(Inches)</i> 20 e. Of Barrel: 38 f. Overall: g. Serial Number See Attached List	
h. Additional Description or Data Appearing on Firearm <i>(Attach additional sheet if necessary)</i>		i. Is the Firearm Unserviceable as Defined in Definition 11? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If "No," describe any other method by which firearm has been rendered unserviceable. Use additional sheets.)</i>	
5. Transferee's Federal Firearms License <i>(If any)</i> <i>(Give complete 15-digit number) (See instruction 2c)</i>		6. Transferor's Federal Firearms License <i>(If any)</i> <i>(Give complete 15-digit number) (See instruction 2c)</i>	
First 6 digits	2 digits	2 digits	5 digits
7. Transferee's Special (Occupational) Tax Status <i>(If any)</i>	8. Transferor's Special (Occupational) Tax Status <i>(If any)</i>		
a. Employer Identification Number	b. Class	a. Employer Identification Number	b. Class
Under Penalties of Perjury, I Declare that I have examined this application, and to the best of my knowledge and belief it is true, correct and complete, and that the transfer of the described firearm to the transferee and receipt and possession of it by the transferee are not prohibited by the provisions of Chapter 44, Title 18, United States Code; Chapter 53, Title 26, United States Code; or Title VII of the Omnibus Crime Control and Safe Streets Act, as amended; or any provisions of State or local law.			
9. Consent to Disclosure of Information to Transferee <i>(See instruction 8)</i> . I Do or Do Not <i>(circle one)</i> Authorize ATF to Provide Information Relating to this Application to the Above-Named Transferee.			
10. Signature of Transferor <i>(Or authorized official)</i> 		11. Name and title of Authorized Official <i>(Print or type)</i> Margo Bennett, Chief of Police	
		12. Date 05/27/2016	
The Space Below is for the use of the Bureau of Alcohol, Tobacco, Firearms and Explosives			
By Authority of The Director, This Application Has Been Examined, and the Transfer and Registration of the Firearm Described Herein and the Interstate Movement of that Firearm, When Applicable to the Transferee are:			
<input type="checkbox"/> Approved <i>(With the following conditions, if any)</i>		<input type="checkbox"/> Disapproved <i>(For the following reasons)</i>	
Signature of Authorized ATF Official			Date